



February 28, 2000  
Via Overnight Delivery

210 N. Park Ave.  
Winter Park, FL  
32789

P.O. Drawer 200  
Winter Park, FL  
32790-0200

Tel: 407-740-8575  
Fax: 407-740-0613  
tmi@tminc.com

Mr. David Waddell  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37219-0412

**Re: Application of Actel Integrated Communications, Inc.  
for Certificate to Provide Competing Local and Long  
Distance Telecommunications Services in Tennessee**

Dear Mr. Waddell:

Enclosed for filing are the original and thirteen (13) copies of the above-referenced application of Actel Integrated Communications, Inc. ("Actel") for authority to provide local and long distance telecommunications services in Tennessee. Also enclosed is our check in the amount of \$50.00 for the application filing fee.

The confidential proprietary financial statements of Actel Integrated Communications, Inc. are submitted under separate seal as part of this filing. Please handle in accordance with your established procedures for confidential material.

Please acknowledge receipt of this filing by returning, date-stamped, the extra copy of this cover letter in the self-addressed, stamped envelope enclosed for this purpose.

Any questions regarding this filing may be directed to my attention at (407) 740-8575. Thank you for your assistance in this matter.

Sincerely,

Robin Norton  
Consultant to  
Actel Integrated Communications, Inc.

RN:mw  
Enclosure

cc: Leigh Ann Wooten - Actel  
Daniel Shapiro - Actel  
Service List

file Actel - TN Local & IXC  
tms: TNL0000

RECEIVED  
FEB 29 PM 3 18  
EXECUTIVE SECRETARY

<b>PAID T.R.A.</b>	
Chk #	25602
Amount	50.00
Rcvd By	HR
Date	2-29-00

00-00157

00-00157

**POSTED**  
2-29-00

## CERTIFICATE OF SERVICE

I hereby certify that on this 28<sup>th</sup> day of February, 2000, I caused to be served a copy of the application of Actel Integrated Communications, Inc. for a Certificate to Provide Competing Local and Long Distance Telecommunications service upon those companies listed below, by first class mail, postage prepaid, or equivalent service.

Mr. Guy Hicks  
BellSouth  
333 Commerce Street  
Suite 2101  
Nashville, Tennessee 37201

Mr. James Wright  
United Telephone S.E.  
14111 Capital Boulevard  
Wake Forest, NC 27587

Ms. Reatha Mandello  
Citizens  
8800 N. Central Expressway  
Suite 800  
Dallas, TX 75231



Lee Simpson, Technologies Management, Inc.

# TENNESSEE REGULATORY AUTHORITY

Lynn Greer, Chairman  
Sara Kyle, Director  
Melvin Malone, Director

REC'D TN  
REGULATORY AUTH.

460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

'00 FEB 29 PM 3 20

## APPLICATION FOR CERTIFICATE TO PROVIDE COMPETING LOCAL AND LONG DISTANCE TELECOMMUNICATIONS SERVICES IN TENNESSEE [RULE 1220-4-2-.57]

### SECTION A

00-00157

#### Part 1: General Information

A. Name of Applicant: **Actel Integrated Communications, Inc.**  
Address: **1509 Government Street, Suite 300**  
City: **Mobile**  
State: **Alabama** Zip Code: **36604** Phone No. **(334) 473-4858**

#### B. Owner, Partners, or Corporate Officers

NAME	ADDRESS	CITY	STATE	ZIP CODE
John Beck, President & CEO	see A. above			
Richard Courtney, Treasurer				
Daniel J. Shapiro, Secretary & General Counsel				
Jerry Cherne, VP of Carrier Services				
E. J. Saad, Director				
Wayne Wright, Director				

#### C. Name and telephone number of contact person authorized to respond to Authority inquiries regarding company operations Monday through Friday.

Name: **Mary Brown** Phone No. **(334) 473-4858** Fax No. **(334) 652-7060**

Name and telephone number of contact person authorized to respond to Authority inquiries regarding this filing Monday through Friday.

Name: **Robin Norton** Phone No. **(407) 740-8575** Fax No. **(407) 740-0613**

(To be filled out by TRA)  
Company ID Number \_\_\_\_\_  
Date Approved \_\_\_\_\_  
Evaluator \_\_\_\_\_

#### D. List a toll-free telephone number that consumers can call to report service problems and/or request refunds or adjustments. **1-877-700-9400**

Mail the completed application and check for \$50.00 to: Tennessee Regulatory Authority, P.O. Box 198907, Nashville, TN 37219-8907. Should you have any questions, call (615) 741-7489 , ext. 163.

POSTED  
2-29-00

- E. Check the type of telecommunication services you plan to provide in Tennessee.  
X Resell Interexchange Long Distance Services (existing authority)  
X Operator Services  
X Resell Local Services  
X Other (describe) Provide facilities-based Local Exchange Services.
- F. If providing operator services, list company name, address and contact person for all reseller carriers you serve in Tennessee. Provide the above information on Appendix I.
- G. List the state(s) that the applicant is authorized to operate in at this time. To date, Actel has received authority to provide local exchange and long distance service in Alabama, Florida, Louisiana, Mississippi and Texas.
- For the above states, list the number and types of complaint(s) filed against applicant, and the complaint(s)' current status. Provide this information on a separate attachment if necessary.  
None.
- If applicant has affiliate(s) engaged in providing telecommunications services, provide the above requested information for the affiliate(s), as well as for the applicant. The applicant has no affiliates.
- H. List any states that you have been denied authority to provide service.  
None.
- If applicant has affiliate(s) engaged in providing telecommunications services, provide the above requested information for the affiliate(s), as well as for the applicant.  
The applicant has no affiliates.
- I. Areas in Tennessee to be served. Entire State
- J. What type of Customers will the company serve?  
a. Business X  
b. Residential \_\_\_\_\_  
c. Aggregators \_\_\_\_\_  
(e.g. Hotels, Payphones)  
d. Other (specify) \_\_\_\_\_
- K. Do you allow a property imposed fee (PIF) to be added to the price of intrastate telephone calls over its network? If yes, specify amount. Yes.
- L. Are your prices for intrastate services plus any PIF equal to or less than the dominant carriers' price for similar services? Yes X No \_\_\_\_\_
- M. Describe the type of services and price that the applicant will be offering in Tennessee on the Informational Tariff Form found in Appendix II<sup>1</sup>
- N. What is the applicant's 10XXX or 800 access code? 6601
- O. Does the applicant now have or plan to have any telecommunications facilities (e.g. switches, fiber lines) in Tennessee? None presently. Actel does not intend to install any facilities in Tennessee until it has received approval of its application to provide local service. Actel plans eventually to install its own switch in Tennessee.
- P. What facility-based network will the applicant be reselling? Initially, the Company will be reselling the Incumbent Local Exchange Carrier's services for its local services. Currently, Actel's underlying carrier for long distance services is Frontier.

- Q. Will the applicant be utilizing the local telephone company's billing system or billing Customers direct?<sup>2</sup> **Actel bills its customers directly for local and toll services, utilizing its own billing system. See Appendix III for sample bill.**
- R. Describe briefly how the applicant plans to market their services in Tennessee. If an independent telemarketer is going to be used, state company name and address.  
**Actel's sales personnel will contact potential customers utilizing in-house sales staff. These contacts will be made in person by company sales representatives to inform customers of the products, services and value added benefits offered by Actel. The Company will also utilize direct mail campaigns to announce new product offerings, promotional offerings and to target industry specific markets. Actel does not utilize telemarketing as a sales technique.**
- S. Describe the procedures the applicant will use to switch a consumer's preferred interexchange service. **Actel obtains a written LOA.**
- T. Applicant has the ability and agrees to honor the form of call blocking that the consumer has subscribed to with their local telephone company. Yes **X** No     .
- U. Applicant gives permission to the local telephone company to provide the Commission a periodic sample of the reseller's intrastate toll calls. The purpose of this analysis is to audit the reseller's rates to assure they are at or below the dominant carrier's tariffed rates. Yes **X** No     .

## Part II: Organization Structure

- A. Type of Organization
- Individual      **X** Corporation
- Partnership           Other (Explain on separate sheet)
- B. If partnership and/or Non-resident
- (1) Attach a copy of Articles of Incorporation and current by-laws.
- (2) Attach a copy of Certification of Authority issued by Tennessee Secretary of State showing corporation's authority to engage in business in Tennessee.

See Appendices IV and V.

## Part III: Financial Information

- A. Attach a current financial statement showing in detail the applicant's financial condition, including balance sheet and income statement, or a copy of IRS form 1120 or 1065 filed by your business for the previous year. Attach, if available, a copy of your company's 10K and/or stockholder reports.

See Appendix VI.

---

<sup>2</sup>A copy of a bill is required if the applicant is going to bill the Customer direct.

Part IV: Display Card

If applicable, attach a copy of the display card to be placed on the aggregators telephone which shows what operator services are to be provided. The card must contain all required information listed in the attached Rule (1220-4-2-.57,B)<sup>3</sup>, which includes a toll-free number consumers can call for service problems and refunds. Not applicable.

Part V: Rule Compliance Agreement

- A. The Interexchange Reseller or Operator Service Provider applicant, hereby, affirms the following:
- ! Has received, read, and understands the Tennessee Regulatory Authority's (TRA) Interexchange Reseller Rules and Regulations, (Appendix III)
  - ! Understands the penalties for non-compliance, and all associated fees to provide such service.
  - ! Will comply with the TPSC Interexchange Reseller Rules and all other applicable Commission Rules and state laws, including T.C.A. Section 65-5-206 (Appendix IV),
  - ! That all information provided in the attached registration document is true to the best of my knowledge.

Actel Integrated Communications, Inc.

  
\_\_\_\_\_

Daniel J. Shapiro, General Counsel

Date: 2-15-00

Subscribed and sworn before me  
this 15<sup>th</sup> day of February, 2000.

  
\_\_\_\_\_  
(Notary Public) Rita H. Wilson

SEAL

My Commission is for Life.

---

<sup>3</sup>It is the responsibility of the reseller or operator service provider to assure that the appropriate display card is affixed to the aggregates telephones.

## **Appendices**

<b>Appendix I</b>	<b>Operator Services to Resellers</b>
<b>Appendix II</b>	<b>Informational Tariff and Proposed Tariffs</b>
<b>Appendix III</b>	<b>Sample Bill</b>
<b>Appendix IV</b>	<b>Articles of Incorporation</b>
<b>Appendix V</b>	<b>Certificate of Authority in Tennessee</b>
<b>Appendix VI</b>	<b>Financial Statements</b>
<b>Appendix VII</b>	<b>Small and Minority-Owned Telecommunications Business Participation Plan</b>
<b>Appendix VIII</b>	<b>Dial Parity Plan</b>

**Actel Integrated Communications, Inc.**

**Appendix I**

Reseller Name	Address	Contact Person
---------------	---------	----------------

---

The Company does not provide wholesale operator services to other carriers within Tennessee.



**Actel Integrated Communications, Inc.**

**Appendix II**

**Informational Tariff Form**

The Company's local rates will be competitive with the dominant Carrier's (BellSouth's) local rates. Initially, Actel will sell its resold local services at 6% below BellSouth's rates. Resold local services will include Standard Business Line service, Trunk service, DID services, and ISDN-PRI.

Actel's long distance services will include outbound and inbound presubscribed calling over switched and dedicated access lines, and travel card service to residential and business subscribers.

Actel's proposed local and long distance tariffs are included with this application.

**TELECOMMUNICATIONS TARIFF**

**OF**

**ACTEL INTEGRATED COMMUNICATIONS, INC.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for resale telecommunication services provided by Actel Integrated Communications, Inc. between points within the State of Tennessee.

---

Issued: February 29, 2000

Effective:

Issued By:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

*TN10000*

**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>PAGE</b>	<b>REVISION</b>	<b>PAGE</b>	<b>REVISION</b>
1	Original *	26	Original *
2	Original *	27	Original *
3	Original *	28	Original *
4	Original *	29	Original *
5	Original *	30	Original *
6	Original *	31	Original *
7	Original *	32	Original *
8	Original *	33	Original *
9	Original *	34	Original *
10	Original *	35	Original *
11	Original *	36	Original *
12	Original *	37	Original *
13	Original *	38	Original *
14	Original *	39	Original *
15	Original *	40	Original *
16	Original *	41	Original *
17	Original *	42	Original *
18	Original *	43	Original *
19	Original *	44	Original *
20	Original *	45	Original *
21	Original *	46	Original *
22	Original *		
23	Original *		
24	Original *		
25	Original *		

\* - indicates those pages includes with this filing

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**TABLE OF CONTENTS**

<u>Description</u>	<u>Page</u>
TITLE PAGE .....	1
CHECK SHEET .....	2
TABLE OF CONTENTS .....	3
OTHER CARRIERS, CONCURRING CARRIERS, CONNECTING CARRIERS .....	4
EXPLANATION OF SYMBOLS .....	5
TARIFF FORMAT .....	6
<b>SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS</b> .....	7
<b>SECTION 2 - RULES AND REGULATIONS</b> .....	11
<b>SECTION 3 - DESCRIPTION OF SERVICE AND RATES</b> .....	30
<b>SECTION 4 - MISCELLANEOUS SERVICES</b> .....	42
<b>SECTION 5- PROMOTIONS</b> .....	46

---

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

**OTHER CARRIERS**

**None**

**CONCURRING CARRIERS**

**None**

**CONNECTING CARRIERS**

**None**

**OTHER PARTICIPATING CARRIERS**

**None**

---

Issued: February 29, 2000

Effective:

Issued By:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

*TN10000*

---

**EXPLANATION OF SYMBOLS AND ABBREVIATIONS**

**SYMBOLS**

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

**ABBREVIATIONS**

- LEC - Local Exchange Company
- MTS - Measured Toll Service
- PBX - Private Branch Exchange

---

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**TARIFF FORMAT**

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the TN R.A., an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets).

---

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

The following definitions are applicable to this tariff:

**Access Line** - An arrangement which connects the Customer's location to an Actel switching center or point of presence.

**Actel** - Actel Integrated Communications, Inc., the issuer of this tariff.

**Account Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network to identify the caller and validate the caller's authorization to use the service provided.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

**Called Party** - The person, individual, corporation, or other entity whose telephone number is called by the End User.

---

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000



---

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd)**

**Calling Card** – A service whereby the Customer or Authorized user dials all of the digits necessary to route and bill a call placed from a location other than his/her residence/business. Service is accessed via a toll free number or other access code.

**Carrier** – Actel Integrated Communications, Inc., unless the context means otherwise.

**Chargeable Time** - For billing purposes calls are charged from the time the connection between the calling party and the called party is established. The time at the beginning of each minute of the connection determines the applicable rate period. Chargeable time ends when the calling station hangs up. If the called party hangs up but the calling party does not, billing stops when the connection is released by automatic timing equipment in the network.

**Company or Carrier** - Actel Integrated Communications, Inc. ("Actel") unless otherwise clearly indicated by the context.

**Customer or Subscriber** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Customer Premises Equipment** - Terminal equipment, as defined herein, which is located on the Customer's premises.

**Dedicated Access** - A method of reaching the Company's services whereby the Customer is connected directly to the Company's Point of Presence without utilizing services of the local switched network. The cost of these dedicated circuits is billed by the access provider directly to the end user.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**Holidays** – New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day are Company recognized holidays.

---

Issued: February 29, 2000

Effective:

Issued By: Jerry Cheme, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd)**

**IntraLATA Call** – A call that originates and terminates within the same LATA.

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

**Local Exchange Company (LEC)** - A company which furnishes local exchange services.

**Operator Station Call** - A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).

**Person to Person Call** - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department or office to be reached through a PBX attendant.

**Premises** – The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers).

**Project Account Code (PAC)** – Any three (3) or four (4) digit code entered by a caller to associate that call to a particular person, department, cost center, project or client.

**Presubscribe** - A method used to identify Actel as the Customer's primary interexchange carrier and provides the Customer with direct dial "1+" long distance calling on Actel's network.

---

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd)**

**Subscriber** – See Customer.

**Switched Access** - A method for reaching the Company through the local switched network whereby the Customer uses standard business or residential local lines.

**TRA** - The Tennessee Regulatory Authority.

**Term Commitment** – Customer who commits to using the carrier's service for a specified time may be eligible for lower rates. Rates may be used on length of term and volume.

**Term Discount** – Specified discounts the carrier may provide a customer who commits to using certain carrier services for a specified period of time.

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

**Third Party Billing** - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

**Travel Card** - See Calling Card

**Underlying Carrier** – The facilities based interexchange carrier or carriers from whom Actel Integrated Communications, Inc. purchases Long Distance Service.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

**Verified Project Account Code (VPAC)** – A specific three (3) or four (4) digit customer specified code associating a call to a particular person, department, cost center, project or client. Incorrect codes are blocked.

**Volume Discounts** – Specified service offering the Carrier provides may offer discounts based upon monthly usage billing volume.

---

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of Company and Locations of Service**

- 2.1.1 Actel Integrated Communications, Inc. ("Actel") is a resale common carrier providing intrastate communications long distance message toll telephone service to Customers for the transmission and reception of voice, data, and other types of communications.
- 2.1.2 The Company offers intrastate telecommunications service in conjunction with interstate service.
- 2.1.3 Long distance usage charges are based on the actual usage of Actel's network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.
- 2.1.4 No charges apply to incomplete calls.

---

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

**2.2 Use of Service**

- 2.2.1** Service may be used for any lawful purpose for which it is technically suited.
- 2.2.2** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company or its underlying carrier, as appropriate.
- 2.2.3** Recording of telephone conversations transmitted over service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

---

Issued: February 29, 2000

Effective:

Issued By:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TN10000

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

**2.3 Limitations of Service**

- 2.3.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.3.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.5** Service is offered subject to restrictions imposed upon the Company by any authority having authority over the Company's provision of service.
- 2.3.6** The rates, terms and conditions contained in the original pages (and, unless specifically noted otherwise, any revised pages submitted prior to relief from the limitations of 47 U.S.C. Section 271) are established to comply with TRA requirements and permit certification of the Company. Because the date of relief from the limitations referenced in 2.2.7 is uncertain, the Company is not submitting at this date the details of offers it may make to customers when it has authority to offer in-region interLATA services (as defined in 47 U.S.C. Section 271) in Tennessee, and the rates, terms and conditions effective until such relief are not necessarily evidence of offers that may be made. Such offers will be made in accordance with TRA requirements when the Company can compete for customers' in-region interLATA business in Tennessee.

---

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TN10000

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.4 Assignment or Transfer**

The Customer may not transfer or assign the use of service offered by the Company without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

**2.5 Liabilities of Company**

**2.5.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

**2.5.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

**2.5.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

---

Issued: February 29, 2000

Effective:

Issued By:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TN10000

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

**2.5 Liabilities of Company, (Cont'd.)**

- 2.5.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with state and federal laws.
- 2.5.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, servants, employees, or customers, or by facilities or equipment provided by the Customer.

---

Issued: February 29, 2000

Effective:

Issued By:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TN10000



---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

**2.6 Liability of the Customer**

The Customer shall indemnify, defend and hold harmless the Company (including the costs of litigation and reasonable attorney's fees) against:

- 2.6.1** Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- 2.6.2** Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- 2.6.3** All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, servants, employees, or customers, in connection with any service or facilities or equipment provided by the Company.

**2.7 Taxes and Fees**

- 2.7.1** All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.7.2** To the extent that a municipality, other political subdivision or agency of government, or the Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or agency of government. If there are surcharge rates applicable to a particular city, village, town or county tax district or other jurisdictional taxing entity, the rate will be listed in the rate schedule which is at the end of this tariff.

---

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.7 Taxes and Fees, (cont'd.)****2.7.3 Pay Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information that the originating station is an eligible pay telephone.

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call	\$ .26
---------------	--------

---

Issued: February 29, 2000

Effective:

Issued By:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.8 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including, but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

**2.9 Installation**

No installation at the Customer's Premises is required to use the Company's service. Service is initiated by request of the Customer. The Company may refuse to provision service when the Company cannot verify that the party requesting the Company's service is authorized to request or to change service.

---

Issued: February 29, 2000

Effective:

Issued By:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.10 Payment for Service**

- 2.10.1** Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. A late fee of 1.5% per month (or the maximum amount allowed by law, whichever is lower) applies to any unpaid and past due balance. The late fee begins to accrue on the 30th day after the billing date. All late charge provisions will be implemented in compliance with Commission rules and regulations pertaining to the application of late fees. A penalty will not be applied to a prior penalty amount.
- 2.10.2** The Customer is responsible for payment of all charges for service furnished to or used by the Customer, or the Customer's agents, servants, employees or customers. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company or its billing agent within thirty days after receipt of the bill. If objection in writing is not received by the Company within the applicable statute of limitations after the bill is rendered, the Account shall be deemed correct and binding upon the Subscriber.
- 2.10.3** The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using such Authorization Codes shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of Authorization Codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such Authorization Codes.
- 2.10.4** The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their Authorization Code, whether such use is as a result of the Customer's intentional or negligent disclosure of the Authorization Code or otherwise. The Customer is also responsible for any and all calls placed to a toll free service number provided to the Customer by the Company.
- 2.10.5** Because a minimum of 30 days is required to disconnect dedicated services, the customer will be responsible for payment of all dedicated service related charges until the service is disconnected.

---

Issued: February 29, 2000

Effective:

Issued By:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TN10000

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.10 Payment for Service, (cont'd.)**

**2.10.6** The Company reserves the right to assess a \$20 charge whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

**2.10.7** In the event the Company incurs fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed, the customer will be liable for the payment of all such fees and expenses reasonable incurred.

**2.11 Deposits**

The Company reserves the right to examine the credit record of the Customer, using any lawful sources for determining credit standing. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to three months' estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprized that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full with interest as required by law or regulations. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.

Interest on deposits held will be paid annually at the interest rate prescribed by KRS 278.460, unless the Customer's account is delinquent on the anniversary date of the deposit. Interest may be paid by refund or credit to the Customer's bill.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

**2.12 Advance Payments**

For customers whom the Carrier feels an advance payment is necessary, the Carrier reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

---

Issued: February 29, 2000

Effective:

Issued By:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.13 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence or other wrongful act or omission of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer. Interruptions caused by Customer-provided, or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation, every month shall be considered to have 30 days. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For message rated toll services, credits will be limited to, at maximum, the price of the initial period of the individual call that was interrupted.

---

Issued: February 29, 2000

Effective:

Issued By:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TN10000

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.14 Cancellation and Restoration of Service**

Service continues to be provided until canceled by the Customer or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

**2.14.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer Travel Cards when the Company deems it necessary to take such action to prevent unlawful use of its service. Actel will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new Travel Card codes to replace ones that have been deactivated.

**2.14.2 Cancellation by the Customer**

The Customer may have service discontinued upon written or verbal notice to the Company. The Customer shall pay the Company for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

**2.14.3 Refusal, Suspension or Cancellation by the Company**

- A. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.
- B. For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, and if the bill is more than 30 days past due, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

---

Issued: February 29, 2000

Effective:

Issued By:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

**2.14 Cancellation and Restoration of Service, (cont'd.)**

**2.14.3 Refusal, Suspension or Cancellation by the Company, (cont'd.)**

- C. For lack of use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after reasonable inquiry, and reasonable attempt to contact the Customer, the Company determines that the service has been abandoned.
- D. For unauthorized or unlawful use of service: Except as provided elsewhere in this tariff, the Customer shall be subject to discontinuance of service, without notice, for any unauthorized or unlawful use of the Company's service.
- E. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- F. For unauthorized or unlawful use of Travel Card numbers and Authorization Codes: Travel Card Numbers and Authorization Codes are issued by the Company only to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or Authorization Codes shall result in the immediate refusal, suspension or cancellation of service without notice.
- G. Without notice, for noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation or noncompliance with or violation of any TRA regulation, provided that notice may be required by order of such regulatory authorities.

---

Issued: February 29, 2000

Effective:

Issued By:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TN10000



---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

**2.14 Cancellation and Restoration of Service, (cont'd.)**

**2.14.4 Notice of Discontinuance**

Actel may refuse or discontinue service under the following conditions provided that, unless otherwise stated in this tariff, the Customer shall be given reasonable notice, to comply with any rule or remedy any deficiency:

- A. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue. Suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in cases of extreme risk involving excessive or abnormal use of toll service, in which case service may be denied two days after written notice is given to the Customer unless satisfactory arrangements for payment are made. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service. Service will be terminated only on Monday through Thursday between the hours of 8:00 AM and 4:00 PM, unless provisions have been made to have someone available to accept payment and reconnect service.
- B. For returned checks: The Customer whose check or draft is returned for unpaid for any reason, after two attempts at collection, and if the bill is more than 30 days past due, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- C. For lack of use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after reasonable inquiry, and reasonable attempt to contact the Customer, the Company determines that the service has been abandoned.

---

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

**2.14 Cancellation and Restoration of Service, (Cont'd.)**

**2.14.4 Notice of Discontinuance (cont'd.)**

- D. For unauthorized or unlawful use of service: Except as provided elsewhere in this tariff, the Customer shall be subject to discontinuance of service, without notice, for any unauthorized or unlawful use of the Company's service.
- E. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- F. For use of telephone service for any purpose other than that described in the application.
- G. For neglect or refusal to provide reasonable access to Actel or its agents for the purpose of inspection and maintenance of equipment owned by Actel or its agents.

**2.14.5 Restoration of Service**

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

---

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.15 Application for Service**

The Company reserves the right to require Customers to make application(s) for service in writing using forms provided by the Company. Upon acceptance of an application for service by the Company, all applicable provisions in the Company's tariffs, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Requests for additional service and changes to service, upon acceptance by the Company, become a part of the agreement for service, provided that each item of additional service shall be subject to the applicable minimum term of service. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable tariffs of the Company, as amended from time to time, which are lawfully on file. Any change in rates or other tariff provisions which are lawfully made shall be deemed to modify all agreements for service affected by such changes without further notice by Company to the Customer.

**2.16 Interconnection**

**2.16.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

**2.16.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

---

Issued: February 29, 2000

Effective:

Issued By:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.16 Interconnection, (Cont'd.)**

**2.16.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer pursuant to Section 2.14 of this tariff.

**2.17 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.18 Reservation of Toll Free "800/888" Numbers**

The Company will make every effort to reserve Toll Free "800/888" vanity numbers for customers, but makes no guarantee or warranty that the requested number(s) will be available.

**2.19 Portability of Toll Free "800/888" Numbers**

The Company will participate in porting Toll Free "800/888" numbers only if the account balance is zero and all charges incurred as a result of the Toll Free "800/888" number have been paid.

---

Issued: February 29, 2000

Effective:

Issued By:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)**

**2.20 Other Rules Applicable to Toll Free Service**

- 2.20.1** The Company will participate in porting toll-free numbers only if the account balance is zero and all charges incurred as a result of the toll free number have been paid.
- 2.20.2** If a Customer who has received a toll free number does not subscribe to toll-free 800/888/877 service within ninety (90) calendar days, the Company reserves the right to make the assigned number available for use by another Customer.
- 2.20.3** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Account Code, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Resp. Org. or 800/888/877 service provider for toll free numbers dedicated to the sole use of that single Customer.

**2.21 Local Charges and Cellular Air Time Charges**

In certain instances, the Customer may be subject to local exchange company charges or message unit charges or to cellular company air time charges to access the Company's network or to terminate intrastate calls. The Company shall not be responsible for any such local charges incurred by the Customer in gaining access to the Company's network.

**2.22 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests, pilot programs, waivers and promotions to demonstrate the ease of use, quality of service and to promote the sale of its services.

**2.23 Marketing**

As a telephone utility under the regulation of the Public Service Commission of Tennessee, the Company does hereby assert and affirm that as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in Tennessee, and the Company will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of Tennessee.

---

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 2 - RULES AND REGULATIONS, (Cont'd)****2.24 Other Rules**

**2.24.1** Actel reserves the right to validate the credit worthiness of Customers through available verification procedures to establish an acceptable billing method in order to place a call.

**2.24.2** The Company reserves the right to limit service or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

**2.25 Minimum Usage Fee**

Customers may be charged a minimum fee for using Company products/services. This fee will be billed as a minimum charge per customer account. Customers with usage of \$3.00 or more will not be billed this fee. Customers with zero billing during a billing period will be charged the full \$3.00 fee. Customers with billing between zero and \$3.00 will be billed the difference. All types of usage apply to meeting the minimum including intrastate, interstate, outbound, inbound, and calling card long distance usage.

**2.26 Miscellaneous Rates and Charges**

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access the Company's service.

**2.27 Employee Concessions**

Employees will be eligible to have the Actel Employee plan. The product description and the Rates for this plan are set forth in this tariff. Only Actel Employees will be eligible to receive this plan and the pricing associated with this plan.

---

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

**3.1 General**

The Company provides interexchange switched and dedicated telecommunications services for personal or business use. Intrastate service is provided as an add-on to Actel's interstate offerings. Descriptions and rates contained in this tariff apply to the intrastate portion of the Carrier's services only.

**3.2 Service Availability**

Service is provided twenty-four (24) hours per day, seven (7) days a week.

---

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd)****3.3 Timing of Calls****3.3.1 When Billing Charges Begin and End For Phone Calls**

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party answers, (i.e. when 2 way communication, often referred to as "conversation time" is possible.). When the called party answers is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when the calling or called party hangs up.

**3.3.2 Billing Increments**

The Billing Increments vary by product and will be included as a part of each product description to follow in this section.

**3.3.3 Per Call Billing Charges**

Billing will be rounded up to the nearest penny for each call.

**3.3.4 Uncompleted Calls**

There shall be no charges for uncompleted calls.

**3.3.5 Holiday Rates**

Holidays defined in Section 1 of this tariff, will receive off-peak rates, if applicable, during the entire twenty-four (24) hour period.

**3.4 Time Periods**

Rates are not time of day nor distance sensitive.

---

Issued: February 29, 2000

Effective:

Issued By:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TN10000



---

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd)****3.5 Volume and Term Discounts/Penalties****3.5.1 Volume Discounts/Penalties**

In order to receive reduced rates, some customers may commit, by signing a written agreement, to a minimum amount of volume each month. Should a customer fail to achieve the minimum, the Carrier may, at their sole discretion, invoice the customer for the difference between actual usage and monthly commitment. The customer is required to pay this difference.

**3.5.2 Term Discounts/Penalties**

In order to receive reduced rates, some customers may commit, by signing a written agreement, to use the Carrier's services for a specified period of time. This term commitment may be for all or partial services provided by the Carrier but will usually indicate a minimum amount of billing each month for a specified time period. Carrier maintains the right, and customer may be invoiced, for the billing commitment for each month remaining on the written agreement should the customer fail to achieve the minimums or disconnect before the written term commitment expires. Carrier will be entitled to payment up to a maximum of the overall commitment less all charges previously invoiced and paid by customer. For example, if customer commits to \$1,000 per month for two years, and cancels service after 18 months, the Carrier has the right to bill and collect no more than an additional \$6,000 on term commitment.

---

Issued: February 29, 2000

Effective:

Issued By:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd)****3.6 Business Choice One Plus and Toll Free Service****3.6.1 Business Choice One Plus Service**

An outbound switched toll service designed for business customers. This service has three rate plans available: Plan BC1 is available to Actel long distance customers who are also customers of Actel's local exchange service, Plan BC2 is available to Actel long distance customers who are customers of Southwestern Bell's local exchange service, and Plan BC3 is available to Actel long distance customers who are local exchange customers of any other local exchange carrier. Calls have an eighteen (18) second minimum and are rounded up to the nearest 1/10<sup>th</sup> of a minute (6 seconds) thereafter. Rates as set forth in Section 3.6.3 below do not apply to directory assistance, calling card or operator assisted calls.

**3.6.2 Business Choice Toll Free Service**

An inbound switched toll service providing business customers with a toll free number such as 800/888/877. This service has three rate plans available: Plan BC1 is available to Actel long distance customers who are also customers of Actel's local exchange service, Plan BC2 is available to Actel long distance customers who are customers of Southwestern Bell's local exchange service, and Plan BC3 is available to Actel long distance customers who are local exchange customers of any other local exchange carrier. Calls have an eighteen (18) second minimum and are rounded up to the nearest 1/10<sup>th</sup> of a minute (6 seconds) thereafter. Rates as set forth in Section 3.6.3 below do not apply to directory assistance, calling card or operator assisted calls.

---

Issued: February 29, 2000

Effective:

Issued By:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd)**

**3.6 Business Choice One Plus and Toll Free Service, (Cont'd)**

**3.6.3 Business Choice One Plus and Toll Free Service Rates and Charges**

All rates apply 24 hours a day 7 days a week to both one plus direct dial outbound and toll free inbound intrastate calls. All usage applies to volume/term rates except for Directory Assistance or Operator Assisted Calls. Calls are billed in six (6) second increments. Business Choice rates per minute are as follows:

**A. Usage Rates**

Plan BC1 -- \$0.062

Plan BC2 --

No Term Plan	One Year Term	Two Year Term	Three Year Term
\$0.067	\$0.066	\$0.065	\$0.063

Plan BC3 --

No Term Plan	One Year Term	Two Year Term	Three Year Term
\$0.119	\$0.117	\$0.116	\$0.115

**B. Charges Per Toll Free number**

Installation Charge	No charge
Monthly Recurring Fee per toll free number	\$ 1.00

Directory Assistance listing per toll free number	
Installation	\$25.00
Monthly Recurring Fee	\$16.00

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd)**

**3.6 Business Choice One Plus and Toll Free Service, (Cont'd)**

**3.6.3 Business Choice One Plus and Toll Free Service Rates and Charges, (Cont'd)**

**C. Optional Special Toll Free Routing and/or Blocking Features**

Non-recurring (installation), monthly recurring and/or change charges for optional special toll free routing and/or blocking features are as follows:

		Non- Recurring	Recurring	Change
Area Code Blocking	N/C	N/C	N/C	
Area Code Routing	\$85	\$15	\$75	
Time of Day Routing	N/C	\$55	\$85	
Percent Allocation Routing	N/C	\$55	\$85	
6-digit Routing/Blocking	\$40	\$55	\$75	
10-digit Routing/Blocking	\$40	\$55	\$75	
Info Digit Screening	N/C	\$20	\$20	
Standard ANI/DNIS Delivery	N/C	N/C	N/C	
(requires dedicated termination)				
Customized DNIS Delivery	\$475	\$85	\$475	
(required dedicated termination)				

**3.7 Actel Calling Card**

A service which enables the Carrier's customers to place long distance calls from anywhere to anywhere within the United States. Rates are set forth in Section 3.7.6 below.

**3.7.1** Business customers calls have a thirty (30) second minimum and are rounded up to the nearest half minute (30 seconds) thereafter.

**3.7.2** Residential customers calls have a sixty (60) second minimum and are rounded up to the nearest whole minute thereafter.

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd)**

**3.7 Actel Calling Card, (Cont'd)**

**3.7.3** Speed Dialing, Call Re-origination and Information Services (providing News, Weather, Sports, etc.) features are available at no additional charge. Although there is no charge to access these features, the regular per minute usage rates will apply when features are used.

**3.7.4** Calls are automatically (electronically) routed without operator intervention. Customer receives prompts to assist in placing calls and using features. Manual live operator assistance is available in placing a call at an additional charge.

**3.7.5** Conference calling using the calling card is available at an additional charge. This feature allows the customer to simultaneously connect with multiple parties.

**3.7.6 Actel Calling Card Rates**

All Rates apply twenty four (24) hours a day seven (7) days a week.

Business Customers	\$0.19 per minute
Residential Customers	\$0.29 per minute
Speed Dialing	No Charge
Call Re-origination	No Charge
Information Services	No Charge
(Although there is no charge to access the above features, regular usage rates will apply when features are used.)	
Conference Calling Set-up	\$1.00 per party
Conference Calling	\$0.30 per minute, per participant
Manual Completion Surcharge	\$0.70 per call
Voice Message Delivery	\$0.35 per minute

---

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd)****3.8 Business Link One Plus and Toll Free Service****3.8.1 Business Link One Plus Service**

An outbound dedicated access toll service designed for business customers. This service has two rate plans available: Plan BL1 is available to Actel long distance customers who are also customers of Actel's local exchange service, Plan BL2 is available to those customers who are not also customers of Actel's local exchange service. Calls have a six (6) second minimum and are rounded up to the nearest 1/10<sup>th</sup> of a minute (6 seconds) thereafter. Rates as set forth in Section 3.8.3 below do not apply to directory assistance, calling card or operator assisted calls.

**3.8.2 Business Link Toll Free Service**

An inbound dedicated termination toll service providing business customers with a toll free number such as 800/888/877. This service has two rate plans available: Plan BL1 is available to Actel long distance customers who are also customers of Actel's local exchange service, Plan BL2 is available to those customers who are not also customers of Actel's local exchange service. Calls have a six (6) second minimum and are rounded up to the nearest 1/10<sup>th</sup> of a minute (6 seconds) thereafter. Rates as set forth in Section 3.8.3 below do not apply to directory assistance, calling card or operator assisted calls.

---

Issued: February 29, 2000

Effective:

Issued By:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TN10000

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd)**

**3.8 Business Link One Plus and Toll Free Service, (Cont'd)**

**3.8.3 Business Link One Plus and Toll Free Service Rates**

**A. Usage Rates**

All rates apply 24 hours a day 7 days a week to both one plus dedicated outbound and toll free inbound intrastate calls. All usage applies to volume/term rates except for Directory Assistance or Operator Assisted Calls. Calls are billed in six (6) second increments. Rates per minute are as follows:

Plan BL1 --

Minimum Volume	One Year Term	Two Year Term	Three Year Term
\$0	\$0.054	\$0.051	\$0.049
\$2,500	\$0.047	\$0.045	\$0.044
\$5,000	\$0.045	\$0.042	\$0.041
\$10,000	\$0.043	\$0.040	\$0.039

Plan BL2 --

Minimum Volume	One Year Term	Two Year Term	Three Year Term
\$0	\$0.056	\$0.053	\$0.051
\$2,500	\$0.049	\$0.047	\$0.046
\$5,000	\$0.047	\$0.044	\$0.043
\$10,000	\$0.045	\$0.042	\$0.041

**B. Charges Per Toll Free number**

Installation Charge	No charge
Monthly Recurring Fee per toll free number	\$ 1.00
Directory Assistance listing per toll free number	
Installation	\$25.00
Monthly Recurring Fee	\$16.00

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TN10000

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd)**

**3.8 Business Link One Plus and Toll Free Service, (Cont'd)**

**3.8.3 Business Link One Plus and Toll Free Service Rates**

**C. Optional Special Toll Free Routing and/or Blocking Features**

Non-recurring (installation), monthly recurring and/or change charges for optional special toll free routing and/or blocking features are as follows:

	Non-Recurring	Recurring	Change
Area Code Blocking	N/C	N/C	N/C
Area Code Routing	\$85	\$15	\$75
Time of Day Routing	N/C	\$55	\$85
Percent Allocation Routing	N/C	\$55	\$85
6-digit Routing/Blocking	\$40	\$55	\$75
10-digit Routing/Blocking	\$40	\$55	\$75
Info Digit Screening	N/C	\$20	\$20
Standard ANI/DNIS Delivery (requires dedicated termination)	N/C	N/C	N/C
Customized DNIS Delivery (required dedicated termination)	\$475	\$85	\$475

**3.9 One Touch**

An outbound switched toll service designed for residential customers. This service has two rate plans available. Plan A is available to Actel long distance customers who are local exchange customers of BellSouth or who are local customers of CLECs who provide service via resale of BellSouth services. Plan B is available to Actel long distance customers who are local exchange customers of any other local exchange carrier. Calls have a sixty (60) second minimum and are rounded up to the next whole minute. Rates as set forth in Section 3.9.1 below do not apply to directory assistance, calling card or operator assisted calls.

**3.9.1 One Touch Rates**

All rates apply 24 hours a day 7 days a week for all intrastate direct dialed one plus calls. Rates are as follows:

Plan A	\$0.11 per minute
Plan B	\$0.16 per minute

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TN10000



---

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd)**

**3.10 One Touch Toll Free**

An inbound switched toll service providing residential customers with a toll free number such as 800/888/877. This service has two rate plans available. Plan A is available to Actel long distance customers who are local exchange customers of BellSouth or who are local customers of CLECs who provide service via resale of BellSouth services. Plan B is available to Actel long distance customers who are local exchange customers of any other local exchange carrier. Calls have a sixty (60) second minimum and are rounded up to the next whole minute. Rates as set forth in Section 3.10.1 below do not apply to directory assistance, calling card or operator assisted calls.

**3.10.1 One Touch Toll Free Rates and Charges**

**A. Usage rates**

All rates apply 24 hours a day 7 days a week for all intrastate inbound calls. Rates are as follows:

Plan A	\$0.13 per minute
Plan B	\$0.16 per minute

**B. Charges Per Toll Free number**

Installation Charge	No charge
Monthly Recurring Fee per toll free number	\$ 1.00
Directory Assistance listing per toll free number	
Installation	\$25.00
Monthly Recurring Fee	\$16.00

---

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd)****3.10 One Touch Toll Free (Cont'd)****3.10.1 One Touch Toll Free Rates and Charges (Cont'd)****C. Optional Special Toll Free Routing and/or Blocking Features**

Non-recurring (installation), monthly recurring and/or change charges for optional special toll free routing and/or blocking features are as follows:

	Non-Recurring	Recurring	Change
Area Code Blocking	N/C	N/C	N/C
Area Code Routing	\$85	\$15	\$75
Time of Day Routing	N/C	\$55	\$85
Percent Allocation Routing	N/C	\$55	\$85
6-digit Routing/Blocking		\$40	\$55
10-digit Routing/Blocking	\$40	\$55	\$75
Info Digit Screening	N/C	\$20	\$20
Standard ANI/DNIS Delivery	N/C	N/C	N/C
(requires dedicated termination)			
Customized DNIS Delivery	\$475	\$85	\$475
(requires dedicated termination)			

**3.11 Actel Employee Plan**

An outbound switched toll service and an inbound switched toll service providing Actel employees with a toll free number such as 800/888/877. As well, Actel employees will be eligible to receive a calling card which enables them to place long distance calls from anywhere and/or to anywhere within the state. All outbound (1+) and inbound (800/888/877) toll calls have an eighteen (18) second minimum and are rounded to the nearest 1/10<sup>th</sup> of a minute (6 seconds) thereafter. All calling card calls have a thirty (30) second minimum and are rounded to the nearest 1/10<sup>th</sup> of a minute (6 seconds) thereafter. Rates are set forth in the Rates section of this tariff. Only Actel employees will be eligible to receive this product and the rates as set forth in the Rates section of this tariff.

All rates apply 24 hours a day 7 days a week for all intrastate direct dialed one plus calls, intrastate toll free inbound calls, and intrastate calling card calls.

Direct Dialed One Plus and Toll Free Inbound Calls	\$0.058
Directory Assistance (per Call)	\$0.54
Calling Card Rate	\$0.15
Calling Card Directory Assistance (per Call)	\$0.80

---

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 4 - MISCELLANEOUS SERVICES**

**4.1 Operator Services**

**4.1.1** The Carrier may provide customers with operator services on a per call service charges basis. In addition to the service charge, applicable usage rates apply. Service charges and rates are set forth in the Rates Section of this tariff. This service is available to presubscribed customers only.

**4.1.2** The use of Carrier's Operator Service allows the customer to select from the special call handling or billing arrangements specified below. Call service charges and rates are assessed to the call originator, the called party's telephone number or a third party's telephone number based on the type of call. Service charges are based on the following type of calls as well as if operator dialed or customer dialed.

Station to Station  
Person to Person  
Third Party  
Credit Card  
Local Exchange/Calling Card

**4.1.3** All operator service calls are billed in whole minute increments with partial minute rounding up to the next higher minute. Operator Dialed Surcharge applies if customer requests operator to dial the call.

---

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

## SECTION 4 - MISCELLANEOUS SERVICES, (Cont'd)

### 4.1 Operator Services, (Cont'd)

#### 4.1.4 Operator Service Usage Rates

Operator assisted calls are billed at a flat rate per minute 24 hours a day 7 days a week and are available to presubscribed customers only.

Rate per minute:	\$0.24
------------------	--------

#### 4.1.5 Operator Services Per Call Service Charges

Operator Service Charges are on a per call basis and are listed below:

Collect, Station to Station (automated)	\$2.25
Collect, Station to Station (operator assist)	\$3.15
Collect, Person to Person	\$4.95
Third Party Billed	\$4.95
Customer Dialed Using Calling Card	\$0.85
Customer Dialed Using Credit Card	\$1.25
Calling Card (operator assist)	\$2.55
Credit Card (operator assist)	\$2.75
Calling Card (operator must assist)	\$1.25
Credit Card (operator must assist)	\$1.35

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 4 - MISCELLANEOUS SERVICES, (Cont'd)**

**4.2 Directory Assistance**

Carrier will provide directory assistance on a per call basis. Customer may request one number per DA call. Customer will be charged regardless if number is available or not available.

Business Dedicated Access Directory Assistance (per Call)	\$ 0.54
Business Switched Access Directory Assistance (per Call)	\$ 0.54
Residential Directory Assistance (per Call)	\$ 0.89
Calling Card Directory Assistance (per Call)	\$ 0.89

**4.3 Customer Account Codes**

This feature is available with any Actel long distance services. Customer account codes consist of a pre-defined series of three or four digit numbers which are dialed by the Customer or Authorized User upon access to the Carrier's network, to identify the caller and validate the caller's authorization to use the service provided.

**4.3.1 Verified Personal Account Codes (VPAC)**

Installation per account	No Charge
Monthly per account/Location	\$ 2.00

**4.3.2 Personal Account Codes (PAC), no verification,  
any digits will work.**

Installation	No Charge
Monthly per account	No Charge

---

Issued: February 29, 2000

Effective:

Issued By: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

**SECTION 4 - MISCELLANEOUS SERVICES, (Cont'd)**

**4.4 Dedicated Access Charges**

Customers who request dedicated access will be charged rates imposed by the local exchange carrier and passed on by the carrier. In addition, they will be charged the following:

Installation per T1	\$75.00
Monthly Recurring per T1	\$50.00

Issued: February 29, 2000

Effective:

Issued By:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

---

**SECTION 5 - PROMOTIONAL OFFERINGS****5.1 Promotional Offerings - General**

From time to time, the Company may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. Such promotions shall be made available to all similarly situated Customers in the target market area, and shall be conducted in accordance with applicable TRA rules.

---

Issued: February 29, 2000

Effective:

Issued By:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNI0000

**RULES, REGULATIONS, AND  
SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO END USER**

**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

**FURNISHED BY**

**ACTEL INTEGRATED COMMUNICATIONS, INC.**

**WITHIN THE STATE OF TENNESSEE**

---

Issue Date: February 29, 2000

Effective Date:

Issued by: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

*TNL0000*



## TABLE OF CONTENTS

	<u>Section</u>	<u>Page</u>
TABLE OF CONTENTS	Preface	1
CHECK SHEET	Preface	5
TARIFF FORMAT	Preface	7
EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF	Preface	8
APPLICATION OF TARIFF	Preface	9
DEFINITIONS	1	1
REGULATIONS	2	
2.1 Undertaking of the Company	2	1
2.2 Prohibited Uses	2	10
2.3 Obligations of the Customer	2	11
2.4 Customer Equipment and Channels	2	14
2.5 Customer Deposits and Advance Payments	2	17
2.6 Payment Arrangements	2	19
2.7 Allowances for Interruptions in Service	2	24
2.8 Cancellation of Service/Termination Liability	2	30
2.9 Customer Liability for Unauthorized Use of the Network	2	31
2.10 Use of Customer's Service by Others	2	32
2.11 Transfers and Assignments	2	32
2.12 Notices and Communications	2	33
SERVICE AREAS	3	
3.1 Exchange Service Areas	3	1
3.2 Rate Groups	3	1
3.3 Local Calling Areas	3	2
3.4 County Wide Calling	3	27
3.5 List of Exchanges by Local Access and Transport Area (LATA)	3	28

Issue Date: February 29, 2000

Effective Date:

Issued by: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**TABLE OF CONTENTS, (CONT'D.)**

	<u>Section</u>	<u>Page</u>
SERVICE CHARGES AND SURCHARGES	4	
4.1    Service Order and Change Charges	4	1
4.2    Maintenance Visit Charges	4	1
4.3    Restoration of Service	4	2
NETWORK SERVICES DESCRIPTIONS	5	
5.1    General	5	1
5.2    Distance Calculations	5	3
5.3    Standard Residence Line	5	4
5.4    Standard Business Line	5	4
5.5    PBX Trunk Service	5	4
5.6    Direct Inward Dialing (DID) Service	5	4
5.7    Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)	5	5
5.8    Optional Calling Features	5	6
5.9    Listing Services	5	14
5.10   Directory Assistance	5	14
5.11   Operator Services	5	15
5.12   IntraLATA Long Distance Service	5	15
5.13   Miscellaneous Services	5	16
5.14   Private Line Services	5	16
LOCAL RESALE SERVICES PRICE LIST	6	
6.1    General	6	1
6.2    Standard Residence Local Exchange Service	6	2
6.3    Standard Business Local Exchange Service	6	3
6.4    Business PBX Trunk Service	6	7
6.5    Direct Inward Dialing (DID) Service	6	8
6.6    Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)	6	9
6.7    Optional Calling Features	6	11

Issue Date: February 29, 2000

Effective Date:

Issued by: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**TABLE OF CONTENTS, (CONT'D.)**

	<u>Section</u>	<u>Page</u>
FACILITIES BASED SERVICES	7	
7.1    [Reserved for Future Use]	7	1
DIRECTORY ASSISTANCE AND LISTING SERVICES	8	
8.1    Directory Listings	8	1
8.2    Non-Published Service	8	8
8.3    Non-Listed Service	8	9
8.4    Directory Assistance Services	8	10
OPERATOR SERVICES	9	
9.1    General	9	1
9.2    Local Operator Services	9	1
LONG DISTANCE SERVICES	10	
10.1   General	10	1
MISCELLANEOUS SERVICES	11	
11.1   Carrier Presubscription	11	1
11.2   Service Provider Local Number Portability End User Line Charge	11	3

---

Issue Date: February 29, 2000

Effective Date:

Issued by:                      Jerry Cherne, Vice President of Carrier Services  
                                    1509 Government Street, Suite 300  
                                    Mobile, Alabama 36604

TNL0000

---

**TABLE OF CONTENTS, (CONT'D.)**

	<u>Section</u>	<u>Page</u>
PRIVATE LINE SERVICES	12	
12.1    [Reserved for Future Use]	12	1
SPECIAL ARRANGEMENTS	13	
13.1    Contract Services	13	1
PROMOTIONAL OFFERINGS	14	
15.1    Special Promotions	14	1
15.2    Discounts	14	1

---

Issue Date: February 29, 2000

Effective Date:

Issued by: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**CHECK SHEET**

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>
Preface		15	Original *	12	Original *
1	Original *	16	Original *	13	Original *
2	Original *	17	Original *	14	Original *
3	Original *	18	Original *	15	Original *
4	Original *	19	Original *	16	Original *
5	Original *	20	Original *	17	Original *
6	Original *	21	Original *	18	Original *
7	Original *	22	Original *	19	Original *
8	Original *	23	Original *	20	Original *
9	Original *	24	Original *	21	Original *
Section 1		25	Original *	22	Original *
1	Original *	26	Original *	23	Original *
2	Original *	27	Original *	24	Original *
3	Original *	28	Original *	25	Original *
4	Original *	29	Original *	26	Original *
5	Original *	30	Original *	27	Original *
Section 2		31	Original *	28	Original *
1	Original *	32	Original *	29	Original *
2	Original *	33	Original *	30	Original *
3	Original *	Section 3		31	Original *
4	Original *	1	Original *		
5	Original *	2	Original *		
6	Original *	3	Original *		
7	Original *	4	Original *		
8	Original *	5	Original *		
9	Original *	6	Original *		
10	Original *	7	Original *		
11	Original *	8	Original *		
12	Original *	9	Original *		
13	Original *	10	Original *		
14	Original *	11	Original *		

\* - Indicates pages submitted with most recent filing.

---

Issue Date: February 29, 2000

Effective Date:

Issued by: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**CHECK SHEET (CONT'D)**

<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>
Section 4		Section 7			
1	Original *	1	Original *		
2	Original *	Section 8			
Section 5		1	Original *		
1	Original *	2	Original *		
2	Original *	3	Original *		
3	Original *	4	Original *		
4	Original *	5	Original *		
5	Original *	6	Original *		
6	Original *	7	Original *		
7	Original *	8	Original *		
8	Original *	9	Original *		
9	Original *	10	Original *		
10	Original *	Section 9			
11	Original *	1	Original *		
12	Original *	Section 10			
13	Original *	1	Original *		
14	Original *	Section 11			
15	Original *	1	Original *		
16	Original *	2	Original *		
Section 6		3	Original *		
1	Original *	Section 12			
2	Original *	1	Original *		
3	Original *	Section 13			
4	Original *	1	Original *		
5	Original *	Section 14			
6	Original *	1	Original *		
7	Original *				
8	Original *				
9	Original *				
10	Original *				
11	Original *				
12	Original *				
13	Original *				

\* - Indicates pages submitted with most recent filing.

Issue Date: February 29, 2000

Effective Date:

Issued by: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

## TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between pages already in effect, a decimal is added. For example, a new sheet added between pages 14 and 15 would be 14.1.
  
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the GPSC. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.
  
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
  
- D. **Check Sheets** - When a tariff filing is made with the Tennessee R.A., an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Tennessee R.A.

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**EXPLANATION OF SYMBOLS**

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

---

Issue Date: February 29, 2000

Effective Date:

Issued by: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000



**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange, exchange access, and intrastate toll communications services within the state of Tennessee.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

## SECTION 1 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

**Account Codes** - Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

**Actel** - Actel Integrated Communications, Inc., the issuer of this tariff.

**Advance Payment** - Part or all of a payment required before the start of service.

**Automatic Number Identification ("ANI")** - Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

**Bit** - The smallest unit of information in the binary system of notation.

**Collocation** - An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office.

**Customer or Subscriber** - The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 1 - DEFINITIONS, (CONT'D.)**

**Dedicated Inbound Calls** - Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

**Dedicated Outbound Calls** - Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's (POP). The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**DID Trunk** - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

**Dial Pulse (or "DP")** - The pulse type employed by rotary dial station sets.

**Direct Inward Dial (or "DID")** - A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

**Direct Outward Dial (or "DOD")** - A service attribute that allows individual station users to access and dial outside numbers directly.

**Dual Tone Multi-Frequency (or "DTMF")** - The pulse type employed by tone dial station sets.

**Duplex Service** - Service which provides for simultaneous transmission in both directions.

---

Issue Date: February 29, 2000

Effective Date:

Issued by: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

## SECTION 1 - DEFINITIONS, (CONT'D.)

**End Office** - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

**Exchange Telephone Company or Telephone Company** - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**Fiber Optic Cable** - A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

**Hearing Impaired** - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**Hunting** - Routes a call to an idle station line in a prearranged group when the called station line is busy.

**In-Only** - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

**IXC or Interexchange Carrier** - A long distance telecommunications services provider.

**Kbps** - Kilobits per second, denotes thousands of bits per second.

**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

**Local Interconnection Trunking Service** - A local circuit administration point, other than a cross-connect or an information outlet, that provides capability for routing and re-routing circuits.

Issue Date: February 29, 2000

Effective Date:

Issued by: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 1 - DEFINITIONS, (CONT'D.)**

**Mbps** - Megabits, denotes millions of bits per second.

**Minimum Point of Presence ("MPOP")** - The main telephone closet in the Customer's building.

**Monthly Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Multi-Frequency or ("MF")** - An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

**Non-Recurring Charge ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**NPA** - Numbering plan area or area code.

**Off-Net** - A means for carrying and switching traffic to or from the Customer's premises, where the Company leases Other Telephone Company's facilities to deliver traffic to a Customer location. With Off-Net service, the Customers' premises is connected through such facilities directly to switching equipment leased by the Company for resale purposes from Other Telephone Companies. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

**On-Net** - A means for carrying and switching local traffic to or from the Customer's premises, where the Company connects to the MPOP in a Customer building or on a Customer's premises using Company-owned fiber facilities or local loops obtained from Other Telephone Companies. With On-Net service, the Customer's premises is connected through such facilities directly to switching equipment owned by the Company.

**Other Telephone Company** - An Exchange Telephone Company, other than the Company.

**PBX** - Private Branch Exchange

**Point of Presence ("POP")** - Point of Presence

**Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

---

Issue Date: February 29, 2000

Effective Date:

Issued by: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 1 - DEFINITIONS, (CONT'D.)**

**Service Commencement Date** - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

**Service Order** - The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**Shared** - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

**Shared Inbound Calls** - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

**Shared Outbound Calls** - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

**Tandem** - A class 4 switch facility to which NPA and NXX codes are subtended.

**Two Way** - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**Usage Based Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Tennessee, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

**2.1.2 Shortage of Equipment or Facilities**

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B.** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions**

- A.** Service is provided on the basis of a minimum period of at least six months, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B.** Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** Service may be terminated upon written notice to the Customer if:
  - 1.** the Customer is using the service in violation of this tariff; or
  - 2.** the Customer is using the service in violation of the law.
- E.** This tariff shall be interpreted and governed by the laws of the State of Tennessee without regard for its choice of laws provision.

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000



---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions, (cont'd.)**

- F.** Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G.** To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H.** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability**

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (cont'd.)**

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of the Company's facilities and services;
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  5. Breach in the privacy or security of communications transmitted over the Company's facilities;

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (cont'd.)**

**D. (cont'd)**

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (cont'd.)**

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G.** Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

**2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.6 Provision of Equipment and Facilities**

- A.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D.** Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E.** The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - 1.** the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - 2.** the reception of signals by Customer-provided equipment; or
  - 3.** network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

Issue Date: February 29, 2000

Effective Date:

Issued by: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.7 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

### 2.1 Undertaking of the Company (Cont'd.)

#### 2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

### 2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Tennessee Public Service Commission's regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000



---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer**

**2.3.1 General**

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer (Cont'd.)**

**2.3.1 General (cont'd.)**

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

Issue Date: February 29, 2000

Effective Date:

Issued by: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer (Cont'd.)**

**2.3.2 Liability of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Customer Equipment and Channels****2.4.1 General**

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.4.2 Station Equipment**

- A.** Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Customer Equipment and Channels, (Cont'd.)**

**2.4.3 Interconnection of Facilities**

SECTION 2.4.3 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY TENNESSEE PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

- A. Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Tennessee Public Service Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- B. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- C. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- D. Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

---

Issue Date: February 29, 2000

Effective Date:

Issued by: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Customer Equipment and Channels, (Cont'd.)**

**2.4.4 Inspections**

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C.** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Customer Deposits and Advance Payments****2.5.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Customer Deposits and Advance Payments (Cont'd.)**

**2.5.2 Deposits**

- A.** To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two and one-half twelfths of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment.
- B.** Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- C.** Deposits will accrue interest annually at the rate of 7% per annum. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- D.** The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000



---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Payment Arrangements****2.6.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Tennessee gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Tennessee Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Tennessee, or both, and are charged to a subscriber's telephone number or account in Tennessee.

**2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.2 Billing and Collection of Charges, (cont'd.)**

- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
  
- E.** If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
  
- F.** The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Tennessee Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:  
  

Tennessee Regulatory Authority  
460 James Robertson Parkway  
P.O. Box 3412  
Nashville, TN 37219-0412
  
- G.** If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 8.6.2.

Issue Date: February 29, 2000

Effective Date:

Issued by: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Payment Arrangements, (Cont'd.)****2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

- A. Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.3 Discontinuance of Service for Cause**

- F.** Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G.** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- H.** Without notice in the event of tampering with the equipment or services furnished by the Company.
- I.** The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

**2.6.5 Cancellation of Application for Service**

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

Issue Date: February 29, 2000

Effective Date:

Issued by: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

### 2.6 Payment Arrangements (Cont'd.)

#### 2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

#### 2.6.7 Bad Check Charge

A service charge equal to the greater of \$20.00 will be assessed in accordance with Tennessee law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

### 2.7 Allowances for Interruptions in Service

#### 2.7.1 General

- A. A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Allowances for Interruptions in Service, (Cont'd.)**

**2.7.1 General (cont'd.)**

- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

**2.7.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A.** Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Allowances for Interruptions in Service, (Cont'd.)**

**2.7.2 Limitations of Allowances**

- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

**2.7.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000



---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Allowances for Interruption in Service, (Cont'd.)**

**2.7.4 Application of Credits for Interruptions in Service**

- A.** Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Allowances for Interruption in Service, (Cont'd.)****2.7.4 Application of Credits for Interruptions in Service (cont'd.)****D. Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

**E. Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**F. Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

### 2.7 Allowances for Interruption in Service, (Cont'd.)

#### 2.7.5 Limitations on Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- C. interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- E. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- F. interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- G. that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

#### 2.7.6 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

**2.8.1 Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

---

Issue Date: February 29, 2000

Effective Date:

Issued by: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

**2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network**

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Use of Customer's Service by Others****2.10.1 Resale and Sharing**

SECTION 2.10.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY  
THE TENNESSEE PUBLIC SERVICE TO PROVIDE INTRASTATE LOCAL  
EXCHANGE SERVICES

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Tennessee Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

**2.10.2 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

**2.11 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.12 Notices and Communications**

- 2.12.1** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.2** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 3 - SERVICE AREAS****3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) BellSouth Telecommunications, Inc.

**3.2 Rate Groups**

Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customers End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the Tennessee Public Service Commission reclassifies an exchange or End Office from one Rate Group to another, the reclassification will also apply to Actel Customers who purchase services under this tariff. Local calling areas and Rate Group assignments are equivalent to those areas and groups specified in BellSouth Telecommunications, Inc. Tennessee General Subscriber Service Tariff ("GSST").

Rate Group	Exchange Access Lines and PBX Trunks In Local Calling Area - Upper Limit
1	0 to 12,000
2	12,001 to 27,000
3	27,001 to 85,000
4	85,001 to 300,000
5	300,001 to 500,000
Exceptions to the Calling Area Groups	
1C	Cedar Grove Exchange
2B	Lyles Exchange
2C	Big Sandy Exchange
2D	Summertown Exchange
3B	Bulls Gap Exchange

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000



**SECTION 3 - SERVICE AREAS, (CONT'D.)**

**3.3 Local Calling Areas**

The rates specified in Section 7 entitle subscribers to access all stations bearing the central office designations of additional exchanges as shown following. The local calling area of the exchange in the left-hand column also includes the exchanges listed in the right-hand columns.

Exchange	BellSouth Exchanges	Other Independent Exchanges
Adams-Cedar Hill Rate Group 5	Cross Plains-Orlinda, Goodlettsville, Greenbrier, Nashville, Old Hickory, Springfield, White House	Lavergne (Davidson County subscriber only), Nolensville (Davidson County subscribers only)
Arlington Rate Group 5	Collierville, Covington, LaGrange, Memphis, Somerville, West Whiteville and also including Tennessee subscriber in Moscow	Drummonds, Mason, Millington, Munford, Rosemark, Shelby Forest
Ashland City Rate Group 5	Goodlettsville, Nashville, Old Hickory, Pleasant View	Lavergne (Davidson County subscribers only), Nolensville (Davidson County subscribers only)
Athens Rate Group 2	Charleston, Decatur, Etowah	Englewood, Niota, Riceville
Bean Station Rate Group 4	Bulls Gap, Knoxville, Mascot- Strawberry Plains, Morristown, Solway	Concord, Halts Cross Roads, Powell, Rutledge, Tate Springs, Washburn
Bells Rate Group 1		Alamo, Friendship, Maury City
Bent Creek Rate Group 4	Chestnut Hill, Concord, Knoxville, Mascot-Strawberry Plains, Newport,, Solway, including those stations located in Waterville, North Carolina and vicinity which are a part of the Newport exchange	Halls Cross Roads, Powell

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Benton Rate Group 3	Cleveland, also including those stations located in Tennega, Georgia, and vicinity which are a part of the Benton exchange; Copper Basin, Georgetown.	
Bethel Springs Rate Group 1	Selmar	Adamsville, Milledgeville (687-XX numbers)
Big Sandy Rate Group 2C	Camden, Paris	
Blanche Rate Group 2	Fayetteville, Flintville, Petersburg	McBurg <sup>1</sup> , TN, and Ardmore <sup>1</sup> , AL, including those stations in Ardmore <sup>1</sup> , TN, and vicinity which are a part of the Ardmore <sup>1</sup> , AL exchange.
Bolivar Rate Group 1	Grand Junction, Middleton, West Whiteville, Whiteville	
Brownsville Rate Group 1		Stanton
Bulls Gap Rate Group 3B	Bean Station, Morristown, Rogersville, Surgoinville	Greenville, Mosheim
Camden Rate Group 1	Big Sandy	
Carthage Rate Group 1		Chestnut Mound, Defeated, Gordonsville, Highland, Pleasant Shade
Cedar Grove Rate Group 1C	Huntingdon, McKenzie	Atwood, Bruceton, Trezevant
Centerville Rate Group 1	Lyles, Spencer Mill	

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Charleston Rate Group 4	Athens, Cleveland, Etowah, Georgetown, Soddy-Daisy. Also including Tennessee subscribers in Chattanooga.	Apison, Collegedale, Englewood, Niota, Ooltewah, Riceville
Charlotte Rate Group 5	Dickson, Goodlettsville, Kingston Springs, Lyles, Nashville, Old Hickory, Vanleer, West Kanlccr, White Bluff	Lavergne (Davidson County subscribers only), Nolensville (Davidson County subscribers only)
Chattanooga Rate Group 4 Tennessee Exch.'s	Charleston, Cleveland, Dayton. Decatur, Georgetown, Jasper, Soddy-Daisy, South Pittsburg, Spring City, Whitwell	Apison, College Station, Collegedale, Dunlap, Fall Creek Falls, Nine Mile, Ooltewah, Pikeville
Georgia Exch.'s		Chickamauga, High Point, Kensington, LaFayeue, Noble, Ringgold, Rising Fawn, Rossville. Trenton, Villanow, WestBrow
Chestnut Hill Rate Group 4	Bent Creek, Knoxville, Maccot-Strawberry Plains, Newport, Solway. including those stations located in Waterville, Nonh Carolina and vicinity which are a part of the Newport exchange.	Concord, Halls Cross Roads, Powell
Clarksville Rate Group 3	Cunningham, East Sango, Fredonia, Palmyra. Sango. South Cunningham, South Fredonia. Oak Grove, KY including those stations located in South Oak Grove, TN and vicinity which are a part of Oak Grove, KY	

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Cleveland Rate Group 4	Benton, Charleston, Chattanooga, Soddy-Daisy	Apison, Collegedale, Ooltewah
Clinton Rate Group 4	Knoxville, Lake City, Mascot- Strawberry Plains, Norris, Oak Ridge, Oliver Springs, Solway.	Claxton, Concord, Halls Cross Roads, Powell
Collierville Rate Group 5	Arlington, Memphis, West Whiteville, also including those stations located in Mt. Pleasant, MS and vicinity which are a part of the Collierville exchange. Tennessee subscribers also receive local calling to Covington, LaGrange, Moscow and Somerville	Millington, Rosemark, Shelby Forest. Tennessee subscribers also receive local calling to Drummonds, Mason and Munford
Columbia Rate Group 2	Culleoka, Hampshire, Mt. Pleasant, North Spring Hill, Santa Fe, Spring Hill, Summertown, Williamsport	
Copper Basin Rate Group 1	Benton including those stations located in McCaysville, GA, and Liberty, NC. and vicinity, which are a part of the Copper Basin exchange	Blue Ridge, Dial and Lakewood, GA

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Covington Rate Group 5	Arlington. Also including Tennessee subscribers in Collierville and Memphis.	Drummonds, Mason (Tipton County subscribers), Millington, Munford, Rosemark, Shelby, Forest.
Cross Plains- Orlinda Rate Group 5	Adams-Cedar Hill, Goodlettsville, Greenbrier, Nashville, Old Hickory, Springfield, White House.	Lavergne (Davidson County subscribers only), Nolensville, (Davidson County subscribers only)
Culleoka Rate Group 2	Columbia, Hampshire, Mt. Pleasant, North Spring Hill, Santa Fe, Spring Hill, Williamsport.	
Cumberland City Rate Group 1	Dover	
Cumberland Gap Rate Group 2		Cumberland Gap (VA), New Tazewell (TN), Sharps Chapel (TN), Middlesboro (KY), also including those stations located in Fork Ridge, (TN), which are a part of the Middlesboro (KY), exchange.
Cunningham Rate Group 3	Clarksville, East Sango, Fredonia, Palmyra, Sango, South Cunningham, South Fredonia, and Oak Grove (KY) including those stations located in South Oak Grove (TN) and vicinity which are a part of the Oak Grove (KY) exchange.	
Dandridge Rate Group 4	Jefferson City, Knoxville, Mascot-Strawberry Plains, Solway, White Pine	Concord, Halls Cross Roads, Powell

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Dayton Rate Group 4	Chattanooga, Georgetown, Soddy-Daisy, Spring City	Apison, Collegedale, Ooltewah,
Decatur Rate Group 4	Athens, Chattanooga, Georgetown, Soddy-Daisy	Apison, Collegedale, Ooltewah
Dickson Rate Group 5	Charlotte, Goodlettsville, Kingston Springs, Lyles, Nashville, Old Hickory, Spencer Mill, Vanleer, West Manlier, White Bluff	Lavergne (Davidson County subscribers only), Nolensville (Davidson County subscribers only)
Dover Rate Group 1	Cumberland City	
Dyer Rate Group 2	Gibson, Humboldt, Kenton, Medina, Milan, Trenton	Bradford, Brazil, Rutherford, Yorkville
Dyersburg Rate Group 2	Newbern	Trimblet
Eagleville Rate Group 5	Goodlettsville, Murfreesboro, Nashville, Old Hickory, Smyrna	Fosterville (Rutherford County subscribers only), Lavergne, Nolensville (Davidson County subscribers only)
East Sango Rate Group 5	Clarksville, Cunningham, Fredonia, Goodlettsville, Nashville, Old Hickory, Palmyra, Sango, South Cunningham, South Fredonia and Oak Grove (KY), including those stations located in South Oak Grove (TN), and vicinity which are a part of the Oak Grove (KY) exchange	Lavergne (Davidson County subscribers only), Nolensville (Davidson County subscribers only),

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Elkton Rate Group 1	Lynnville, Pulaski	Minor Hill and Ardmore, (AL), including those stations in Ardmore (TN), which are a part of the Ardmore (AL) exchange.
Etowah Rate Group 2	Athens, Charleston	Englewood, Niota, Riceville
Fairview Rate Group 5	College, Franklin, Goodlettsville, Nashville, Old Hickory, Triune	College Grove, Lavergne (Davidson County subscribers only), Nolensville
Fayetteville Rate Group 1	Blanche, Flintville, Petersburg	McBurg,
Flintville Rate Group 1	Blanche, Flintville, Petersburg	McBurg,
Fork Ridge Rate Group 2	Cumberland Cap (TN), Cumberland Gap (VA), Pineville (KY) and all stations in Middlesboro (KY) of which Fork Ridge is a part	
Franklin Rate Group 5	Fairview, Goodlettsville, Nashville, Old Hickory, Triune	College Grove, Lavergne (Davidson County subscribers only), Nolensville
Fredonia Rate Group 3	Clarksville, Cunningham, East Sango, Palmyra, Sango, South Cunningham, South Fredonia and Oak Grove (KY), including those stations located in South Oak Grove (TN) and vicinity which are a part of the Oak Grove (KY) exchange.	

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Gallatin Rate Group 5	Goodlettsville, Hendersonville, Nashville, Old Hickory, Portland, Westmoreland, White House	Bethpage, Lavergne (Davidson County subscribers only), Nolensville (Davidson County subscribers only), Oak Grove
Gatlinburg Rate Group 4	Knoxville, Mascot-Strawberry Plains, Sevierville, Solway	Concord, Halls Cross Roads, Powell
Georgetown Rate Group 4	Benton, Charleston, Chattanooga, Cleveland, Dayton, Decatur, Jasper, Ooltewah, Soddy-Daisy, South Pittsburg, Spring City, Whitwell	Apison, Collegedale, Ooltewah
Gibson Rate Group 2	Dyer, Humboldt, Medina, Milan, Trenton	Bradford, Brazil Rutherford, Yorkville
Gleason Rate Group 1	Greenfield	Dresden', Greenfield, Latham', Martin', Palmersville', Sharon', Sidonia'
Goodlettsville Rate Group 5	Adams-Cedar Hill, Ashland City, Charlotte, Cross Plains- Orlinda, Dickson, Eagleville, East Sango, Fairview, Franklin, Gallatin, Greenbriar, Hendersonville, Kingston Springs, Lebanon, Murfreesboro, Nashville, North Spring Hill, Old Hickory, Pleasant View, Portland, Smyrna, South Cunningham, South Fredonia, Spencer Mill, Springfield, Triune, Vanleer, Watertown, West Vanleer, White Bluff, White House	Alexandria (Wilson County subscribers only), Auburntown (Wilson County subscribers only), College Grove, Fosterville (Rutherford County subscribers only), Lavergne, Liberty (Wilson County subscribers only), Milton, Mt. Juliet, Nolensville, Norene, Woodbury (Rutherford County subscribers only)

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000



**SECTION 3 - SERVICE AREAS, (CONT'D.)**

**3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Grand Junction Rate Group 1	Bolivar, LaGrange, Middleton, West Whitevill, Whiteville, also including those stations located in Michigan City (MS), and vicinity which are a part of the Grand Junction exchange	
Greenback Rate Group 4	Knoxville, Lenoir City, Loudon, Maryville, Mascot- Strawberry Plains, Powellt, Solway	Concord, Halls Cross Roads
Greenbrier Rate Group 5	Adams-Cedar Hill, Cross Plains-Orlinda, Goodlettsville, Nashville, Old Hickory, Springfield, White House	Lavergne (Davidson County subscribers only), Nolensville (Davidson County subscribers only)
Greenfield Rate Group 1	Gleason, Sidonia	Dresden, Latham, Martin, Palmersville, Sharon
Halls Rate Group 1	Henning, Ripley	

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Hampshire Rate Group 2	Columbia, Culleoka, Mt. Pleasant, North Spring Hill, Santa Fe, Spring Hill, Williamsport	
Harriman Rate Group 4	Kingston, Knoxville, Mascot- Strawberry Plains, Oliver Springs, Rockwood, Solway	Concord, Halls Cross Roads, Oakdale, Powell
Hartsville Rate Group 1		Green Grove, Hillsdale
Henderson Rate Group 1		Milledgeville (688-xxxx numbers)
Hendersonville Rate Group 5	Gallatin, Goodlettsville, Nashville, Old Hickory, Portland, White House	Lavergne (Davidson County subscribers only), Nolensville' (Davidson County subscribers only)
Henning Rate Group 1	Halls, Ripley	
Hohenwald Rate Group 1		
Hornbeak Rate Group 1	Kenton, Troy, Union City	
Humboldt Rate Group 2	Dyer, Gibson, Medina, Milan, Trenton	Bradford, Brazil, Rutherford, Yorkville
Huntingdon Rate Group 2	Cedar Grove, McKenzie	Atwood, Bruceton, Trezevant

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Huntland Rate Group 1	Sewanee, Winchester, also including those stations located in Francisco (AL), and vicinity, which are a part of the Huntland (TN) exchange.	Estill Springs
Jackson Rate Group 3		
Jasper Rate Group 4	Chattanooga, Georgetown, Soddy-Daisy, South Pittsburg, Whitwell	Apison, Collegedale, Ooltewah
Jefferson City Rate Group 4	Dandridge, Knoxville, Mascot-Strawberry Plains, Solway, White Pine	Concord, Halls Cross Roads, Powell
Jellico Rate Group 3	LaFollette, Corbin (KY) and Williamsburg (KY) also including those stations located in Jellico (KY), and vicinity which are a part of the Jellico (TN) exchange	
Kenton Rate Group 2	Dyer, Hombeak, Trenton, Troy, Union City	Mason Hall, Rutherford
Kingston Rate Group 4	Harriman, Knoxville, Mascot-Strawberry Plains, Oliver Springs, Rockwood, Solway	Concord, Halls Cross Roads, Powell

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Kingston Springs Rate Group 5	Charlotte, Dickson, Goodlettsville, Lyles, Nashville, Old Hickory, Spencer Mill, Vanleer, West Vanleer, White Bluff	Lavergne (Davidson County subscribers only), Nolensville (Davidson County subscribers only)
Knoxville Rate Group 4	Bean Staddon, Bent Creek, Chestnut Hill, Clinton, Dandridge, Gatlinburg, Greenback, Harriman, Jefferson City, Kingston, Lake City, Lenoir City, Loudon, Maryville, Mascot-Strawberry Plains, Maynardville, Norris, Oak Ridge, Oliver Springs, Rockwood, Sevierville, Solway, West Sweetwater, White Pine	Claxton, Concord, Halls Cross Roads, Powell, Rutledge, Sharps Chapel Tate Springs, Washburn
LaFollette Rate Group 2	Jellico	
LaGrange Rate Group 5	Arlington, Collierville, Grand Junction, Memphis, Moscow, and Somerville	Millington, Rosermark, Shelby Forest

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Lake City Rate Group 4	Clinton, Knoxville, Mascot- Strawberry Plains, Norris, Oak Ridge, Oliver Springs, Solway	Claxton Concord, Halls Cross Roads, Powell
Lawrenceburg Rate Group 2	Summertown	Ethridge, Five Points, Leoma, Loretto, St. Joseph
Lebanon Rate Group 5	Goodlettsville, Nashville, Old Hickory, Watertown	Lavergne (Davidson County subscribers only), Mt. Juliet, Nolensville (Davidson County subscribers only). Norene
Lenoir City Rate Group 4	Greenback, Knoxville, Loudon, Mascot-Strawberry Plains, Solway	Concord, Halls Cross Roads, Powell
Lewisburg Rate Group 1	Chapel Hill, Cornersville, Petersburg	Belfast

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Lexington Rate Group 1	Parsons, Sardis, Scotts Hill	
Loudon Rate Group 4	Greenback, Knoxville, Lenoir City, Solway	Concord, Halls Cross Roads, Powell
Lyles Rate Group 2B	Centerville, Charlotte. Dickson, Kingston Springs, Spencer Mill, Vanleer, West Vanleer, White Bluff	
Lynchburg Rate Group 1		
Lynnville Rate Group 1	Elkton, Pulaski	Minor Hill
Madisonville Rate Group 1	Sweetwater, West Sweetwater	Ball Play, Coker Creek, Tellico Plains, Vonore
Manchester Rate Group 2	Tullahoma	Beech Grove, Hillsboro, Pelham
Maryville Rate Group 4	Greenback, Knoxville, Mascot- Strawberry, Plains, Solway	Concord, Halls Cross Roads, Powell
Mascot-Strawberry Plains Rate Group 4	Bean Station, Bent Creek, Chestnut Hill, Clinton, Dandridge, Gatlinburg, Greenback, Harriman, Jefferson City, Kingston, Knoxville, Lake City, Lenoir City, Loudon, Maryville, Maynardville, Nonis, Oak Ridge, Oliver Springs, Rockwood, Sevierville,, Solway, West Sweetwater, White Pine	Claxton, Concord, Halls Cross Roads, Powell, Rutledge, Sharps Chapel, Tate Springs, Washburn

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Maynardville Rate Group 4	Knoxville, Mascot-Strawberry Plains, Solway	Concord, Halls Cross Roads, Powell, Sharps Chapel
McEwen Rate Group 1	Waverly	New Johnsonville
McKenzie Rate Group 1	Cedar Grove, Huntingdon	Atwood, Bruceton, Henry, Trezevant
Medina Rate Group 2	Dyer, Gibson, Humboldt, Milan, Trenton	Bradford, Brazil, Rutherford, Yorkville
Memphis Rate Group 5 Tennessee Exch.'s	Covington, LaGrange, Moscow and Somerville	Drummonds, Mason, Munford
Arkansas Exch.'s	Arlington, Collierville, West Memphis Zone Whiteville, Marion, and West Memphis	Millington, Rosemark, Shelby Forest
Michie Rate Group 4		Rienzi (MS) and all stations in Corinth, (MS) of which Michie is a part
Middleton Rate Group 1	Bolivar, Grand Junction, West Whiteville, Whiteville	
Milan Rate Group 2	Dyer, Gibson, Humboldt, Medina, Trenton	Atwood, Bradford, Brazil Rutherford, Yorkville
Morristown Rate Group 2	Bean Station, Bulls Gap	
Moscow Rate Group 5	LaGrange, Somerville, also including those stations located in South Moscow (MS) and vicinity which are a part of the Moscow exchange. Tennessee subscribers also receive local calling to Arlington, Collierville and Memphis.	Millington, Rosemark, Shelby Forest

**ACTEL INTEGRATED COMMUNICATIONS, INC.**Tennessee R.A. No. 2  
Section 3 - Original Page 17

---

**SECTION - SERVICE AREAS, (CONT'D.)**

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

### 3.3 Local Calling Areas, (Cont'd.)

Exchange	BellSouth Exchanges	Other Independent Exchanges
Mount Pleasant Rate Group 2	Columbia, Culleoka, Hampshire, North Spring Hill, Santa Fe, Spring Hill, Summertown, Williamsport	
Murfreesboro Rate Group 5	Eagleville, Goodlettsville, Nashville, Old Hickory, Smyrna	Milton, Fosterville (Rutherford County subscribers only), Lavergne, Nolensville
Nashville Rate Group 5	(Davidson County subscribers only), Woodbury*, Woodland* Adams-Cedar Hill, Alexandria* (Wilson County subscribers only) Ashland City, Aubumtown* (Wilson County subscribers only), Charlotte, College Grove*, Cross Plains-Orlinda, Dickson, Eagleville, & Sango, Fairview, Fosterville* (Rutherford County subscribers only), Franklin, Gallatin, Goodlettsville, Greenbriar, Hendersonville, Kingston Springs, Lavergne*, Lebanon, Liberty* (Wilson County subscribers only), Milton*, Mt. Juliet*, Murfreesboro, Nolensville*, Norene*, North Spring Hill, Old Hickory, Pleasant View, Portland, Smyrna, South Cunningham, South Fredonia, Spencer Mill, Springfield, Triune, Vanleer, Watertown, <i>West yanker</i> , White Bluff, White House, Woodbury* (Rutherford County subscribers only)	
Newbern Rate Group 2	Dyersburg, Trimble	Yorkville
Newport Rate Group 1	Bent Creek, Chestnut Hill, including those stations located in Waterville (NC) and vicinity which are a part of the Newport exchange	
Normandy Rate Group 2	Shelbyville, Tulboma, Wartrace	Flat Creek, Fosterville (Bedford County subscribers only), Unionville

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000



**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Norris Rate Group 4	Clinton, Knoxville, Lake City, Mascot-Strawberry Plains, Oak Ridge, Oliver Springs, Solway	Claxton, Concord, Halls Cross Roads, Powell
North Spring Hill Rate Group 5	Columbia, Culleoka, Goodlettsville, Mt. Pleasant, Nashville, Old Hickory, Santa Fe, Spring Hill, Williamsport	Lavergne (Davidson County subscribers only), Nolensville (Davidson County subscribers only)
Oak Ridge Rate Group 4	Clinton, Knoxville, Lake City, Mascot-Strawberry Plains, Norris, Oliver Springs, Solway	Claxton, Concord, Halls Cross Roads, Powell
Old Hickory Rate Group 5	Adams-Cedar Hill, Ashland City, Charlotte, Cross Plains-Orlinda, Dickson, Eagleville, East Sango, Fairview, Franklin, Gallatin, Goodlettsville, Greenbriar, Hendersonville, Kingston Springs, Lebanon, Murfreesboro, Nashville, North Spring Hill, Pleasant View, Portland, Smyrna, South Cunningham, South Fredonia, Spencer Mill, Springfield, Triune, Vaoleer, Watertown, <i>West Vanleer</i> , White Bluff, White House	Alexandria (Wilson County subscribers only), Auburntown (Wilson County subscribers only), College Grove, Fosterville (Rutherford County subscribers only), Lavergne, Liberty (Wilson County subscribers only), Milton, Mt. Juliet, Nolensville, Norene, Woodbury (Rutherford County subscribers only)
Oliver Springs Rate Group 4	Clinton, Harriman, Kingston, Knoxville, Lake City, Mascot-Strawberry Plains, Norris, Oak Ridge, Rockwood, Solway	Claxton, Concord, Halls Cross Roads, Powell

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Palmyra Rate Group 3	Clarksville, Cunningham, East Sango, Fredonia, Sango, South Cunoingham, South Fredonia, and Oak Grove (KY) including those stations located in South Oak Grove (TN), and vicinity which are a part of the Oak Grove (KY) exchange	
Paris Rate Group 2	Big Sandy	Cottage Grove, Henry, Puryear
Petersburg Rate Group 1	Blanche, Fayetteville, Flintville, Lewisburg	Belfast, Chapel Hill, Cornersville, McBurg

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 3 - SERVICE AREAS, (CONT'D.)**

**3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Pleasant View Rate Group 5	Ashland City, Goodlettsville, Nashville, Old Hickory	Lavergne (Davidson County subscribers only), Nolensville (Davidson County subscribers only)
Portland Rate Group 5	Gallatin, Goodlettsville, Hendersonville, Nashville, Old Hickory, White House	Lavergne (Davidson County subscribers only), Nolensville (Davidson County subscribers only), Oak Grove
Pulaski Rate Group 1	Elkton, Lynnville also including those stations located in Veto (AL) and vicinity which are a part of the Pulaski exchange	Minor Hill,
Ridgely Rate Group 1	Tiptonville	
Ripley Rate Group 1	Halls, Henning	
Rockwood Rate Group 1	Harriman, Kingston, Knoxville, Mascot-Strawberry Plains, Oliver Springs, Solway	Concord, Halls Cross Roads, Powell
Rogersville Rate Group 1	Bulls Gap, Surgoinsville	

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Sango Rate Group 3	Clarksville, Cunningham, East Sango, Fredonia, Palmyra, South Cunningham, South Fredonia and Oak Grove (KY) including those stations located in South Oak Grove (TN) and vicinity which are a part of the Oak Grove (KY) exchange.	
Santa Fe Rate Group 2	Columbia, Culleoka, Hampshire, Mt. Pleasant, North Spring Hill, Spring Hill, Williamsport.	
Savannah Rate Group 1		Adamsville, Milledgeville (687-XXXX numbers) and Shiloh including those stations in Yellow Creek (MS) and vicinity which are a part of the Shiloh exchange.
Selmer Rate Group 1	Bethel Springs	Adamsville, Milledgeville (687-XXXX numbers)
Sevierville Rate Group 4	Gatlinburg, Knoxville, Mascot-Strawberry Plains, Solway	Concord, Halls Cross Roads, Powell
Sewanee Rate Group 1	Huntland, Winchester	Estill Springs
Shelbyville Rate Group 1	Normandy, Wartrace	Beech Grove, Flat Creek, Fosterville (Bedford County subscribers only), Unionville
Smyrna Rate Group 5	Eagleville, Goodlettsville, Murfreesboro, Nashville, Old Hickory	Fosterville, Laverne, Nolensville (Davidson County subscribers only)
Sneedville Rate Group 1		

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Soddy-Daisy Rate Group 4	Charleston, Chattanooga, Cleveland, Dayton, Decatur, Georgetown, Jasper, South Pittsburg, Spring City. Whitwell	Apison, Collegedale, College Station, Dunlap, Fall Creek Falls, Nine Mile, Ooltewah, Pikeville
Solway Rate Group 4	Bean Station, Bent Creek, Chestnut Hill, Clinton, Dandridge, Gatlinburg, Greenback, Hatriman, Jefferson City, Kingston, Knoxville, Lake City, Lenoir City, Loudon, Maryville, Mascot-Strawberry Plains, Maynardville, Norris, Oak Ridge, Oliver Springs, Rockwood, Sevierville, Tate Springs, West Sweetwater, White Pine	Claxton, Concord, Halls Cross Roads, Powell, Rutledge, Sharps Chapel, Washburn
Somerville Rate Group 5	Arlington, Collierville, LaGrange, Memphis, Moscow	Mason (certain subscribers in Fayette County only), Millington, Rosemark, Shelby Forest
South Cunningham Rate Group 5	Clarksville, Cunningham, East Sango, Fredonia, Goodlettsville, Nashville, Old Hickory, Palmyra Sango and Oak Grove (KY), including those stations located in South Oak Grove, (TN) and vicinity which are a part of the Oak Grove (KY) exchange	Laverne (Davidson County subscribers only), Nolensville (Davidson County subscribers only)

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
South Fredonia Rate Group 5	Clarksville, Cunningham, East Sango, Fredonia, Goodlettsville, Nashville, Old Hickory, Palmyra Sango, South Fredonia (TN) and Oak Grove (KY), including those stations located in South Oak Grove (TN) and vicinity which are a part of the Oak Grove (KY) exchange	Lavergne (Davidson County subscribers only), Nolensville (Davidson County subscribers only)
South Fulton Rate Group 1	Cayce, Hickman or Water Valley, Kentucky and all stations in South Fulton (TN) and Fulton (KY), bearing the designation of a central office of the Fulton (KY) exchange of which South Fulton is a part	
South Guthrie Rate Group 1	Elkton, Sharon Grove or Trenton (KY) and all stations in South Guthrie (TN) and Guthrie (KY) bearing the designation of a central office of the Guthrie (KY) exchange of which South Guthrie is a part	

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
South Oak Grove Rate Group 4	Clarksville, Cunningham, East Sango, Fredonia Palmyra, Sango, South Cunningham, South Fredonia (TN) and Bluff Springs, Crofton, Gracey, Hopkinsville, Wayette or Pembroke (KY) and all stations in South Oak Grove (TN) and Oak Grove (KY) bearing the designation of a central office of the Oak Grove (KY) exchange of which South Oak Grove is a part	
South Pittsburg Rate Group 4	Chattanooga, Georgetown, Jasper, Soddy-Daisy, Whitwell	Apison, Collegedale, Ooltewah
Spencer Mill Rate Group 5	Centerville, Charlotte, Dickson, Goodlettsville, Kingston Springs, Lyla, Nashville, Old Hickory, Vanleer, West Vanleer, White Bluff	Lavergne (Davidson County subscribers only), Nolensville (Davidson County subscribers only)
Spring City Rate Group 4	Chattanooga, Dayton, Georgetown, Soddy-Daisy	Apison, Collegedale, Ooltewah
Springfield Rate Group 5	Adams-Cedar Hill, Cross Plains-Orlinda, Goodlettsville, Greenbrier, Nashville, Old Hickory, White House	Lavergne (Davidson County subscribers only), Nolensville (Davidson County subscribers only)
Spring Hill Rate Group 2	Columbia, Culleoka, Hampshire, Mt. Pleasant, North Spring Hill, Santa Fe, Williamsport	
Summertown Rate Group 2D	Columbia, Lawrenceburg, Mt. Pleasant	Ethridge, Lawrenceburg, Leoma, Loretto, St. Joseph

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Surgoinsville Rate Group 1	Bulls Gap, Rogersville	
Sweetwater Rate Group 1	Madisonville, West Sweetwater	Ball Play, Coker Creek, Tellico Plains, Vonore
Tiptonville Rate Group 1	Ridgely, also including those stations located in Bessie Bend (KY), which are a part of the Tiptonville exchange	
Trenton Rate Group 2	Dyer, Gibson, Humboldt, Kenton, Medina, Milan	Bradford, Brazil, Rutherford, Yorkville
Triune Rate Group 5	Fairview, Franklin, Goodlettsville, Nashville, Old Hickory	College Grove, Lavergne (Davidson County subscribers only), Nolensville
Troy Rate Group 1	Hornbeak, Kenton, Union City	
Tullahoma Rate Group 2	Manchester, Normandy	Hillsboro, Pelham
Union City Rate Group 1	Hornbeak, Kenton, Troy (TN), also including those stations located in Jordan, (KY), and vicinity which are a part of the Union City exchange	Mason Hall
Vanleer Rate Group 5	Charlotte, Dickson, Goodlettsville, Kingston Springs, Lyles, Nashville, Old Hickory, Spencer Mill, White Bluff	Lavergne (Davidson County subscribers only), Nolensville (Davidson County subscribers only)
Wartrace Rate Group 1	Normandy, Shelbyville	Beech Grove, Flat Creek, Fosterville (Bedford County subscribers only), Unionville

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000



**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Watertown Rate Group 5	Goodlettsville, Lebanon, Mt. Juliet, Nashville, Old Hickory	Lavergne (Davidson County subscribers only), Nolensville (Davidson County subscribers only), Norene
Waverly Rate Group 1	McEwen	New Johnsonville
West Sweetwater Rate Group 4	Knoxville, Madisonville, Mascot-Strawberry Plains, Sweetwater, Solway	Ball Play, Coker Creek, Concord, Halls Cross Roads, Powell, Tellico Plains, Vonore
West Vanleer Rate Group 5	Charlotte, Dickson, Goodlettsville, Kingston Springs, Lyles, Nashville, Old Hickory, Spencer Mill, White Bluff	Erin, Lavergne (Davidson County subscribers only), Nolensville (Davidson County subscribers only), Tennessee Ridge
West Whiteville Rate Group 5	Arlington, Bolivar, Collierville, Grand Junction, Memphis, Middleton, Whiteville	Millington, Rosemark, Shelby Forest
White Bluff Rate Group 5	Charlotte, Dickson, Goodlettsville, Kingston Springs, Lyles, Nashville, Old Hickory, Spencer Mill, Vanleer, West Vanleer	Lavergne (Davidson County subscribers only), Nolensville (Davidson County subscribers only)
White House Rate Group 5	Adams-Cedar Hill, Cross Plains-Orlinda, Gallatin, Goodlettsville, Greenbrier, Hendersonville, Nashville, Old Hickory, Portland, Springfield	Lavergne (Davidson County subscribers only), Nolensville (Davidson County subscribers only)
White Pine Rate Group 4	Dandridge, Jefferson City, Knoxville Mascot-Strawberry Plains, Solway	Concord, Halls Cross Roads, Powell
Whiteville Rate Group 1	Bolivar, Grand Junction, Middleton, West Whiteville	

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.3 Local Calling Areas, (Cont'd.)**

<b>Exchange</b>	<b>BellSouth Exchanges</b>	<b>Other Independent Exchanges</b>
Whitwell Rate Group 4	Chattanooga, Georgetown. Jasper, Soddy-Daisy, South Pittsburg	Apison, Collegedale, Ooltewah
Williamsport Rate Group 2	Columbia, Culleoka, Hampshire, Mt. Pleasant, North Spring Hill, Santa Fe, Spring Hill	
Winchester Rate Group 1	Huntland, Sewanee	Estill Springs

**3.4 County-Wide Calling**

In addition to the local calling areas as described in Section 3.3, toll free calling on a (1+) or (0+) basis is provided between all local exchange service located within the same county. Toll charges will be eliminated on these calls; however, these calls will be rated and charged as local calls for customers who subscribe to any Company-provided local usage based pricing option. On operator assisted calls, appropriate local operator service charges will apply.

This service will be provided to subscribers moving into designated fringe areas a maximum of 30 days will be required to provide this service.

**3.4.1 Non applicable calls**

These additional local calling areas are not provided to the following:

- A.** Sent paid Customer-Provided Public Telephone Service
- B.** Outward Wide Area Telecommunications Service (WATS) and 800 Service
- C.** Originating Cellular Service
- D.** Quoted Charges
- E.** Foreign Exchange
- F.** Remote Call Forwarding

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 3 - SERVICE AREAS, (CONT'D.)**

**3.5 List of Exchanges by Local Access and Transport Area (LATA)**

**3.5.1 Chattanooga LATA**

Apison	Dayton	Mccaysville, GA	Spring City
Benton	Decatur	Nine Mile	Stevenson, AL
Bridgeport (GA)	Dunlap	Noble, GA	Tennga, GA
Charleston	Fall Creek Falls	Ooltewah	Trenton, GA
Chattanooga	Georgetown	Pikeville	Villanow, GA
Chickamauga, GA	High Point, GA	Ringgold, GA	W e s t B r o w , GA
Cleveland	Jasper	Rising Fawn, GA	Whitwell
College Station	Kensington, GA	Rossville, GA	
Collegedale	Lafayette, GA	Soddy Daisy	
Copper, Basin	Liberty	South Pittsburg	

**3.5.2 Knoxville LATA**

Athens	Halls Cross Roads	New Tazewell	Sharps Chapel
Ball Play	Harriman	Newport	Sneedville
Bean Station	Huntsville	Niota	Solway
Bent Creek	Jefferson City	Norris	Sunbright
Bulls Gap	Jellico	Oak Ridge	Surgoinsville
Chestnut Hill	Kingston	Oakdale	Sweetwater
Claxton	Knoxville	Oliver Springs	Tate Springs
Clinton	La Follete	Oneida	Tellico Plains
Coker Creek	Lake City	Petros	Vonore
Concord	Lenoir City	Powell	Wartburg
Dandridge	Loudon	Riceville	Washburn
Deer Lodge	Madisonville	Robbins	Waterville
Englewood	Maryville	Rockwood	W. Sweetwater
Etowah	Mascot-	Rogersville	White Pine
Gatlinburg	Maynardville	Strawberry Plains	
Greenback	Morristown	Rutledge	
		Sevierville	

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 3 - SERVICE AREAS, (CONT'D.)**

**3.5 List of Exchanges by Local Access and Transport Area (LATA), (Cont'd.)**

**3.5.3 Memphis LATA**

Adamsville	Dyer	Mason	Rutherford
Alamo	Dyersburg	Mason Hall	Sardis
Arlington	Friendship	Maury City	Savannah
Atwood	Gibson	McKenzie	Scotts Hill
Bells	Gleason	Medina	Selmer
Bessie Bend	Grand Junction	Memphis	Sharon
Bethel Springs	Greenfield	Michigan City, MS	Shelby Forest
Big Sandy	Halls	Middleton	Shiloh
Bolivar	Henderson	Milan	Sidonia
Bradford	Henning	Milledgeville	Somerville
Brazil	Henry	Millington	South Moscow
Brownsville	Hernando, MS	Moscow	Stanton
Bruceton	Hornbeak	Mount Pleasant Tiptonville	
Byhalia, MS	Humboldt	Munford	Trenton
Camden	Huntingdon	Newbern	Trezevant
Cedar Grove	Jackson	Olive Branch, MS	Trimble
Chulahoma, MS	Jordan	Palmersville	Troy
Collierville	Kenton	Paris	Union City
Covington	LaGrange	Parsons	W. Whiteville
Decaturville	Latham	Ridgely	Whiteville
Dresden	Lexington	Ripley	Yellow Creek
Drummonds	Martin	Rosemark	Yorkville

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 3 - SERVICE AREAS, (CONT'D.)****3.5 List of Exchanges by Local Access and Transport Area (LATA), (Cont'd.)****3.5.4 Nashville LATA**

Adams - Cedar Hill	Culleoka	Hendersonville
Alexandria	Cumberland City	Highland
Ardmore, AL	Cunningham	Hillsboro
Ashland City	Defeated	Hillsdale
Auburntown	Dibrell	Hohenwald
Baxter	Dickson	Huntland
Beech Grove	Dover	Jamestown
Beersheba	Doyle	Kingston Springs
Belfast	Eagleton	Laager
Bethpage	East Sango	Lafayette
Blanche	Elkton	Lavergne
Bon Decroft	Erin	Lawrenceburg
Byrdstown	Estill Springs	Lebanon
Carthage	Ethridge	Leoma
Celina	Fairview	Lewisburg
Centertown	Fayetteville	Liberty
Centerville	Five Points	Linden
Chapel Hill	Flat Creek	Livingston
Charlotte	Flintville	Lobelville
Chestnut Mound	Fosterville	Loretto
Clarkrange	Francisco, AL	Lyles
Clarksville	Franklin	Lynchburg
Clifton	Fredonia	Lynnville
College Grove	Gainesboro	Manchester
Collinwood	Gallatin	McBurg
Columbia	Goodlettsville	McEwen
Cookeville	Gordonsville	McMinnville
Cookeville South	Granville	Milton
Comersville	Green Grove	Minor Hill
Crawford	Greenbrier	Monteagle
Cross Plains Orlinda	Hampshire	Monterey
Crossville	Hartsville	Moss

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 3 - SERVICE AREAS, (CONT'D.)**

**3.5 List of Exchanges by Local Access and Transport Area (LATA), (Cont'd.)**

**3.5.4 Nashville LATA, (cont'd.)**

Mount Juliet	South Oak Grove, KY
Mount Pleasant Sparta	
Murfreesboro	Spencer
Nashville	Spencer Mill
New Johnsonville	Spring Hill
Nolensville	Springfield
Norene	St. Joseph
Normandy	Summertown
North Spring Hill	Tansi
North Springs	Temperance Hall
Oak Grove, KY	Tennessee Ridge
Old Hickory	Tracy City
Old Zion	Triune
Palmyra	Tullahoma
Pelham	Unionville
Petersburg	Vanleer
Pleasant Hill	Veto
Pleasant Shade	Viola
Pleasant View	Wartrace
Portland	Watertown
Pulaski	Waverly
Red Boiling Springs	Waynesboro
Rickman	Westmoreland
Rock Island	White Bluff
Sango	White House
Santa Fe	Williamsport
Sewanee	Winchester
Shelbyville	Woodbury
Smithville	Woodland
Smyrna	Eaglesville
South Cunningham	West Vanleer
South Fredonia	

Issue Date: February 29, 2000

Effective Date:

Issued by: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 4 - SERVICE CHARGES AND SURCHARGES****4.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's billing information. All such charges will appear on the next bill following installation of service.

	<u>Business</u>
Line Connection Charge	
First Line	\$52.65
Each Additional Line <sup>(1)</sup>	\$27.90
Line Change Charge	
First Line	\$42.30
Each Additional Line <sup>(1)</sup>	\$13.50
Secondary Service Order Charge	\$21.60

**NOTES:**

- (1) Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

**4.2 Maintenance Visit Charges**

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

<u>Duration of time, per technician</u>	
Initial 15 minute increment	\$25.20
Each Additional 15 minute increment	\$9.90

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 4 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**

**4.3 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Business</u>
Per occasion	\$42.30

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000



---

## SECTION 5 - NETWORK SERVICES DESCRIPTIONS

### 5.1 General

#### 5.1.1 Services Offered

The following Network Services are available to Business Customers:

- Standard Business Line Service
- PBX Trunk Service
- Direct Inward Dial (DID) Service
- Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)
- Optional Calling Features
- IntraLATA Toll Services (see Actel's AL Tariff No. 1.)
- Listing Services (including Non Published and Non-Listed Services)
- Directory Assistance
- Operator Services
- Miscellaneous Services

The following services are available to business Customers and are not offered on a resale basis as of the effective date of this page.

- Listing Services (including Non Published and Non-Listed Services)
- Directory Assistance
- Operator Services
- Miscellaneous Services (including Vanity Numbers and Number Portability)

#### 5.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business lines, PBX Trunks, DID Trunks, and ISDN PRI.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

## SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

### 5.1 General (Cont'd.)

#### 5.1.3 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

- A. Governmental fire fighting, Tennessee State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- B. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.2 Distance Calculations**

Where charges for a service are specified based upon distance, the following rules apply:

**5.2.1** Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

**5.2.2** The airline distance between any two rate centers is determined as follows:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

Step 2: Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

Step 3: Square each difference obtained in step (b) above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

**5.3.3** The formula for distance calculations is:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.3 Standard Residence Line**

**[Reserved for Future Use]**

**5.4 Standard Business Line**

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

**5.5 PBX Trunk Service**

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

Basic Trunks provided via On-Network services may be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges. DID service in an Off-Network arrangement requires special DID capable trunks plus additional DID number blocks.

**5.6 Direct Inward Dialing (DID) Service**

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.7 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)**

Integrated Services Digital Network (ISDN) is a set of transmission protocols that provides end-to-end digital connectivity and integration of voice, data and video, on a single Customer loop to support a wide variety of services via the public switched network. The Primary Rate Interface (PRI) consists of a 23B+D configuration with 23 64Kbps Bearer (B) digital channels and 1 64Kbps Data (D) digital channel. The B channels are designed for voice, data, image and sound transmissions. B channels can support synchronous, asynchronous or isochronous services at rates up to 64Kbps. B channels can be aggregated for higher bandwidth applications. The D channel PRI provides the out of band signaling, call control and messaging.

PRI is provided through standard four wire DS-1 (1.544Mbps) point to point, private line facilities that enables Customer control of the 24 individual channels. PRI supports 1+, 0+, 7 digit, and 10 digit Local, IntraLATA and InterLATA services, as well as 01+ and 011+ international calling. PRI allows Customers to direct voice, data and video over the Public Switched Telephone Network. Channels may be pre-subscribed to an IXC carrier of their Customer's choice or used with 10XXX casual dialing. PRI also allows access to Public Switched Network services, such as Two-Way, Incoming Only, Outgoing Only and DID.

Multiple PRI interfaces can be combined to function as one group. Utilizing a Backup D Channel arrangement, Customers are able to link up to 20 DS-1s together, providing a maximum of 479 64Kbps B channels controlled by a single D (signaling) channel.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**

**5.8 Optional Calling Features**

The features listed in Section 5.8.1 are offered by the Company to Business Customers. Service availability may vary between On-Net and Off-Net Customers. Refer to Price Lists in Sections 6 and 7 of this tariff for specific features offered with each type of local exchange service.

**5.8.1 Feature Descriptions**

- A. Enhanced Call Forwarding:** Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The end-user may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service. Other Capabilities included with this feature include:

Speed Forwarding;  
Priority Screening;  
Ring Control; and  
Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

- B. Enhanced Call Forwarding with Audio Calling Name:** Provides all of the functionality of Enhanced Call Forwarding. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.
- C. Enhanced Call Forwarding Plus:** Provides all of the functionality of Enhanced Call Forwarding. Also includes an additional telephone number with directory listing and distinctive ringing for calls placed to the additional number. Enhanced Call Forwarding Plus allows parties to reach the end-user's location when ECF is active and all calls to the end-users main telephone number would normally forward. Calls to the additional number do not forward even when Enhanced Call Forwarding is active.

---

Issue Date: February 29, 2000

Effective Date:

Issued by: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.8 Optional Calling Features, (Cont'd.)****5.8.1 Feature Descriptions, (cont'd.)**

- D. Enhanced Call Forwarding Plus with Audio Calling Name** - Provides all of the functionality of Enhanced Call Forwarding Plus including the additional telephone number with listing and distinctive ringing. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.
- E. Call Forwarding Variable** - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- F. Call Forwarding Variable, Remote Access** - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to 1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.
- G. Call Forwarding Don't Answer, Basic**: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- H. Call Forwarding Don't Answer w/ Ring Control**: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the service order. However, the end-user has the ability to change the time interval before forwarding occurs at his/her discretion.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.8 Optional Calling Features, (Cont'd.)****5.8.1 Feature Descriptions, (cont'd.)**

- I. Call Forwarding Don't Answer w/ Customer Control:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- J. Call Forwarding Busy Line, Basic:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- K. Call Forwarding Busy Line w/ Customer Control:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- L. Call Waiting - Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000



## SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

### 5.8 Optional Calling Features, (Cont'd.)

#### 5.8.1 Feature Descriptions, (cont'd.)

- M. Call Waiting - Deluxe:** Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

Answer the waiting call and placing the first party on hold;  
Answer the waiting call and disconnecting from the first party;  
Direct the waiting caller to hold via a recording  
Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end -user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.

- N. Caller ID - Basic:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.8 Optional Calling Features, (Cont'd.)****5.8.1 Feature Descriptions, (cont'd.)**

- O. Caller ID - Deluxe:** Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- P. Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand alone feature or as an add-on to Caller ID Deluxe.
- Q. Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- R. Call Return:** allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.8 Optional Calling Features, (Cont'd.)****5.8.1 Feature Descriptions, (cont'd.)**

- S. **Call Selector:** Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- T. **Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- U. **Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked unless the caller dials a pre-assigned number prior to dialing.\*\*
- V. **Message Waiting Indication:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

\*\* Pursuant to TRA rule 1220-11, the Company is prohibited from providing any network element or service to telephone solicitors that would block, or otherwise interfere with on a per line basis, the display of the telephone solicitor's name and telephone number on a residential subscriber's caller ID equipment.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

## SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

### 5.8 Optional Calling Features, (Cont'd.)

#### 5.8.1 Feature Descriptions, (cont'd.)

- W. **Multiple Directory Number Distinctive Ringing:** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
  
- X. **Preferred Call Forwarding:** Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to number and can add or remove calling numbers from the feature's screening list.
  
- Y. **Repeat Dialing:** Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

## SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

### 5.8 Optional Calling Features, (Cont'd.)

#### 5.8.1 Feature Descriptions, (cont'd.)

- Z. Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from a speed calling list without assistance from the Company.
  
- AA. Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

## SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

### 5.9 Listing Services

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

#### 5.9.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

#### 5.9.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

### 5.10 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)****5.11 Operator Services**

Provides for live or automated operator treatment when a Customer dials "0". Operator Services can be used to assist the Customer in routing or billing for a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party.

**5.12 IntraLATA Long Distance Services**

Long Distance Services are available from the Company pursuant to terms, conditions, regulations and rates as provided for in its Tennessee Tariff No. 1. service is available for use by Customers twenty-four (24) hours a day. Actel Long Distance Service enables a User of an exchange access line to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the Customer's Local Calling Area. Actel Long Distance Service is offered for both interLATA and interLATA calling. Customers must arrange for intraLATA and interLATA service from the interexchange carriers of their choice. Customers may choose the Company as their carrier for intraLATA calls and interLATA calls.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)**

**5.13 Miscellaneous Services**

**5.13.1 Presubscription Services**

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

**5.13.2 Service Provider Number Portability End User Line Charge**

This service allows a Customer, where facilities permit, to maintain the same Directory Number when changing from one telecommunications provider to another while staying at the same location. This service also allows all customers to complete local calls to numbers that have been ported. This charge applies to all lines which are portable between telecommunications service providers. An end user line is deemed to be portable at the time the NPA-NXX serving that line is capable of providing Local Number Portability.

**5.14 Private Line Services**

Refer to Section 12 of this tariff for descriptions of Private Line Services offered by the Company.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000



---

**SECTION 6 - LOCAL RESALE SERVICES PRICE LIST**

**6.1 General**

Services provided in this tariff section are available on an Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of BellSouth local exchange services. The rates, terms and conditions set forth in this Section 6 are not applicable to the Company's provision of service within the service area of any other incumbent local exchange carrier or where the Company provides service, in whole or in part, over its own facilities (On-Net). The rates, terms and conditions set forth in this Section 6 are available on a retail basis only and will not be provided for resale to any other carrier.

All rates set forth in this Section 6 are subject to change and may be changed by the Company pursuant to notice requirements established by the Tennessee Regulatory Authority. The rates, terms and conditions set forth in this Section 6 are applicable as of the effective date hereof and will not apply to any Customer whose services may have been provisioned through resale of BellSouth's local exchange services, in whole or in part, prior to the effective date hereof.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 6 - LOCAL RESALE SERVICES PRICE LIST, (CONT'D.)**

**6.2 Standard Residence Local Exchange Service**

**[Reserved for Future Use]**

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 6 - LOCAL RESALE SERVICES PRICE LIST, (CONT'D.)****6.3 Standard Business Local Exchange Service**

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 6 - LOCAL RESALE SERVICES PRICE LIST, (CONT'D.)****6.3 Standard Business Local Exchange Service, (Cont'd)****6.3.1 Monthly Recurring Charges**

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

RATE GROUP	Flat Rate
Group 1	\$24.34
Group 1C	\$26.82
Group 2	\$27.72
Group 2B	\$29.43
Group 2C	\$28.57
Group 2D	\$29.47
Group 3	\$29.47
Group 3B	\$30.37
Group 4	\$35.14
Group 5	\$35.73

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 6 - LOCAL RESALE SERVICES PRICE LIST, (CONT'D.)****6.3 Standard Business Local Exchange Service, (Cont'd)****6.3.2 Other Monthly Recurring Charges****A. End-User Common Line (EUCL) Recovery Charge**

The following charge applies to recovery of End User Common Line charges billed to the Company by the Incumbent LEC.

Single Line Customer, Per Line	\$ 3.50
Basic Rate ISDN, Per Digital Subscriber Line	\$ 6.07
Multiline Customer, Per Line	\$ 7.85
Primary Rate ISDN, per Interface	\$39.25

**B. Hunting (a.k.a. Rotary or Grouping)**

For each line equipped with Hunting, the following charges apply in addition to the monthly rate for Standard Business Local Exchange lines. Rates vary based on Rate Group. Secondary Service Order charges will apply as shown in Section 4 of this tariff if Hunting is ordered subsequent to initial service installation.

RATE GROUP	Monthly Recurring
Group 1	\$18.26
Group 1C	\$20.12
Group 2	\$20.79
Group 2B	\$22.07
Group 2C	\$21.43
Group 2D	\$22.10
Group 3	\$22.10
Group 3B	\$22.78
Group 4	\$26.36
Group 5	\$26.80

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 6 - LOCAL RESALE SERVICES PRICE LIST, (CONT'D.)**

**6.3 Standard Business Local Exchange Service, (Cont'd)**

**6.3.3 Non-Recurring Charges**

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 6 - LOCAL RESALE SERVICES PRICE LIST, (CONT'D.)****6.4 Business PBX Trunk Service**

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Each PBX Trunk is provided with touch tone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Section 6.3.2).

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 6.5).

RATE GROUP	SERVICE TYPE				
	Inbound Only Trunk	Outbound Only Trunk	Two Way Trunk	Inbound DID Trunk	Combination DID Trunk
Group 1	\$42.60	\$42.60	\$42.60	\$42.60	\$85.20
Group 1C	\$46.94	\$46.94	\$46.94	\$46.94	\$93.88
Group 2	\$48.51	\$48.51	\$48.51	\$48.51	\$97.02
Group 2B	\$51.50	\$51.50	\$51.50	\$51.50	\$103.00
Group 2C	\$50.00	\$50.00	\$50.00	\$50.00	\$100.00
Group 2D	\$51.57	\$51.57	\$51.57	\$51.57	\$103.14
Group 3	\$51.57	\$51.57	\$51.57	\$51.57	\$103.14
Group 3B	\$53.15	\$53.15	\$53.15	\$53.15	\$106.30
Group 4	\$61.50	\$61.50	\$61.50	\$61.50	\$123.00
Group 5	\$62.53	\$62.53	\$62.53	\$62.53	\$125.06

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 6 - LOCAL RESALE SERVICES PRICE LIST, (CONT'D.)****6.5 Direct Inward Dialing (DID) Service**

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 6.4 of this tariff. The Customer will be charged for the number of DID Number Blocks (20 numbers per block) regardless of the number of DID numbers utilized out of the available 20 numbers.

	<u>Installation Charge</u>	<u>Monthly Recurring</u>
Establish Trunk Group and Provide		
Each Group of 20 Working DID Numbers	\$ 49.50	\$ 3.06
Each Group of 20 Reserved DID Numbers	\$ 49.50	\$ 3.06
DID Trunk Termination:		
Per Inward Only Trunk	\$ 45.00	\$18.00
Per Combination Trunk w/Call Transfer	\$225.00	\$40.50
Multifrequency Pulsing Option	\$ n/a	\$ 6.75
Dual Tone Multifrequency Pulsing Option, Per Trunk	\$ n/a	\$ 6.75
Automatic Intercept Service, Per Number Referred	\$ 14.40	\$ n/a

---

 Issue Date: February 29, 2000

Effective Date:

Issued by:

 Jerry Cherne, Vice President of Carrier Services  
 1509 Government Street, Suite 300  
 Mobile, Alabama 36604

TNL0000



---

**SECTION 6 - LOCAL RESALE SERVICES PRICE LIST, (CONT'D.)****6.6 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)****6.6.1 Rates and Charges****A. Primary Rate ISDN Access Line, each**

NON-RECURRING CHARGE	MONTHLY RECURRING CHARGES		
	Month-to-Month	24 to 48 Months	49 to 72 Months
\$787.50	\$126.00	\$117.00	\$108.00

**B. Interoffice Channels between Central Offices****1. Per Channel**

	NON-RECURRING CHARGE	MONTHLY RECURRING CHARGES		
		Month-to-Month	24 to 48 Months	49 to 72 Months
Fixed Monthly Rate	\$112.50	\$67.50	\$58.50	\$54.00
Per Airline Mile	n/a	\$21.60	\$19.80	\$18.00

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 6 - LOCAL RESALE SERVICES PRICE LIST, (CONT'D.)**

**6.6 Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI), (Cont'd)**

**6.6.1 Rates and Charges, (cont'd)**

**C. Primary Rate ISDN**

**1. Interface, each**

	<u>Nonrecurring Charge</u>	<u>Month-to Month</u>	<u>24 to 48 Months</u>	<u>49 to 72 Months</u>
a. Voice/Data	\$99.00	\$360.00	\$337.50	\$306.00
b. Digital Data only option	\$99.00	\$360.00	\$337.50	\$306.00
c. Inward Data option	\$99.00	\$360.00	\$337.50	\$306.00
d. Inward Data option w/ Extended Reach-dedicated	\$99.00	\$360.00	\$337.50	\$306.00
e. Inward Data Option w/ Extended Reach-final route	\$99.00	\$360.00	\$337.50	\$306.00

**2. Primary Rate ISDN-B Channels**

	<u>Nonrecurring Charge</u>	<u>Month-to Month</u>	<u>24 to 48 Months</u>	<u>49 to 72 Months</u>
a. Voice/Data	\$4.50	\$51.39	\$47.02	\$42.97
b. Digital Data only option	\$4.50	\$25.96	\$23.53	\$21.46
c. Inward Data option	\$4.50	\$36.90	\$34.51	\$32.40
d. Inward Data option w/ Extended Reach-dedicated	\$4.50	\$45.00	\$41.40	\$37.80
e. Inward Data Option - w/ Extended Reach-final route	\$4.50	\$60.30	\$55.80	\$51.30

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 6 - LOCAL RESALE SERVICES PRICE LIST, (CONT'D.)****6.7 Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable in some cases.

**6.7.1 Features Offered on a Usage Sensitive Basis**

The following features are available to all local exchange Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Business
Three-Way Calling	\$0.81
Call Return	\$0.81
Repeat Dialing	\$0.81
Busy Line Redial	\$0.81
Calling Number Delivery Blocking, Per Call	No Charge

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cheme, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 6 - LOCAL RESALE SERVICES PRICE LIST, (CONT'D.)****6.7 Optional Calling Features, (Cont'd.)****6.7.2 Features Offered on Monthly Basis**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature. A secondary service order charge will apply per order unless installed at the initiation of service.

Optional Calling Feature	Business
Flexible Call Forwarding	\$9.00
Flexible Call Forwarding with Audio Calling Name	\$9.90
Flexible Call Forwarding Plus	N/A
Flexible Call Forwarding Plus with Audio Calling Name	N/A
Call Forwarding Variable	\$4.27
Call Forwarding Variable w/Remote Access	\$8.10
Call Forwarding Variable Multipath	\$2.70
Call Forwarding Don't Answer - Basic	\$3.82
Call Forwarding Don't Answer w/ Ring Control	\$3.82
Call Forwarding Don't Answer w/ Customer Control	\$5.62
Call Forwarding Don't Answer Multipath	\$2.70
Call Forwarding Busy Line - Basic	\$3.82
Call Forwarding Busy Line w/ Customer Control	\$5.62
Call Forwarding Busy Line Multipath	\$2.70
Call Waiting - Basic	\$3.51
Call Waiting - Deluxe	N/A

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 6 - LOCAL RESALE SERVICES PRICE LIST, (CONT'D.)**

**6.7 Optional Calling Features, (Cont'd.)**

**6.7.2 Features Offered on Monthly Basis, (cont'd.)**

Optional Calling Feature (cont'd)	Business
Caller ID - Basic	\$9.00
Caller ID - Deluxe	\$9.90
Enhanced Caller ID with Anonymous Call Rejection	\$14.39
Enhanced Caller ID w / Call Management	\$15.25
Anonymous Call Rejection	\$3.15
Call Block	\$4.95
Call Return	\$4.95
Call Selector	\$3.15
Call Trace	\$4.95
Calling Number Delivery Blocking (per line equipped)	\$0.00
Message Waiting Indication - Audible	\$0.90
Message Waiting Indication - Audible and Visual	\$0.90
Distinctive Ring - RingMaster I Service	\$7.20
Distinctive Ring - RingMaster II Service	\$9.00
Preferred Call Forwarding	\$3.15
RCF Add'l Path Following Initial Installation	\$14.40
Remote Call Forwarding	\$14.40
Repeat Dialing	\$5.50
Speed Calling (30 codes)	\$4.95
Speed Calling (8 codes)	\$4.05
Three Way Calling	\$4.05
Three Way Calling with Transfer	\$5.40

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 7 - FACILITIES BASED SERVICES**

**7.1 [Reserved for Future Use]**

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES**

**8.1 Directory Listings**

**8.1.1 General**

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company use abbreviations in listings. The Company may reject a residence listing which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when only when a different address or telephone number is used.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

## SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES

### 8.1 Directory Listings, (Cont'd.)

#### 8.1.2 Composition of Listings

##### A. Names

The following names may be included in business service listings:

1. The name of subscriber or joint user.
2. The name of each business enterprise which the subscriber or joint user conducts.
3. The name by which the business of a subscriber or joint user is known to the public. Only one such name representing the same general line of business will be accepted.
4. The name of any person associated with the subscriber or joint user in the same business.
5. The name of any person, firm or organization which subscriber or joint user is authorized to represent, or the name of an authorized representative of the subscriber or joint user.
6. Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing in the judgment of the Company, is not for advertising purposes.  
The name of a publication issued periodically by the subscriber or joint user.
7. The name of an inactive business organization in a cross-reference listing when authorized by such business or organization.
8. The name of a member of subscriber's domestic establishment when business service is furnished in the subscriber's residence.
9. The name of a corporation which is the parent or a subsidiary of the subscriber.
10. The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX service, may be included in a residence type listing with the telephone number of the PBX service.
11. The name of the subscriber to a sharing arrangement.

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000



---

**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES****8.1 Directory Listings, (Cont'd.)****8.1.2 Composition of Listings, (cont'd.)****B. Designation**

The purpose of a business designation is to identify the listed party and not to advertise the business. No designation of the nature of the business is included if this is sufficiently indicated by the name. Where a listed party is engaged in more than one general line of business, one additional business designation may be included in the listing when necessary to identify the listed party. When a listed party has two or more listed telephone numbers or two or more business addresses, designations indicating the branches of the organization may be included where necessary to assist the public in calling.

A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation. A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.

A designation is not ordinarily provided in a residence type listing except for residential service as permitted under the terms of this tariff. A professional designation is permitted on residence service in the case of a physician, surgeon, dentist, osteopath, chiropractist, podiatrist, optometrist, chiropractor, physiotherapist, Christian Science practitioner, veterinary surgeon, registered nurse or licensed practical nurse, provided that the same name and designation is also listed on business service of that subscriber or another subscriber in the same or different directory.

The listing of service in the residence of a clergyman may include the designation "parsonage," "rectory," "parish house," or "manse," and any such listing may be indented under a listing in the name of the church. Where residence service is furnished in a church study, the listing may include the designation "study."

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES**

**8.1 Directory Listings, (Cont'd.)**

**8.1.2 Composition of Listings, (cont'd.)**

**C. Address**

Each residence or non-profit listing may, but does not have to, include the house number and street name of the residence where the telephone service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer.

**D. Telephone Number**

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

A listing may include only the telephone number of the first line of a PBX system or incoming service group, except that a trunk not included in the incoming service group of a PBX system, or the first trunk of a separate incoming service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

## SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES

### 8.1 Directory Listings, (Cont'd.)

#### 8.1.3 Types of Listings

##### A. Standard Listing

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records. The designation in the listing will be provided according to the rules in paragraph 8.1.2(D) above.

##### B. Indented Listing

An indented listing appears under a standard listing and may include only a designation, address and telephone number. An indented listing is allowed only when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers. For example:

Smith, John MD  
Office 125 Portland 555-4180  
Residence 9 Glenway 555-8345

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES****8.1 Directory Listings, (Cont'd.)****8.1.3 Types of Listings, (cont'd.)****C. Alternate Telephone Number Listing and Night Listing**

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate telephone number listing or a night listing, such as the following.

If no answer call (telephone number)

Night calls (telephone number)

Night calls after \_\_PM (telephone number)

Nights, Sundays and holidays (telephone number)

5PM to 9AM weekdays, Saturday until 9AM, Monday and holidays  
(telephone number)

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's PBX trunks not included in the incoming service group, or the service furnished a different subscriber.

**D. Duplicate Listing**

Any listing may be duplicated in a different directory or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.

**E. Reference Listing**

A subscriber having exchange services listed under different geographical headings may have an indented listing in reference form in lieu of a duplicate listing.

**F. Cross Reference Listing**

A cross reference listing may be furnished in the same alphabetical group with the related listing when required for identification of the listed party and not designated for advertising purposes.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES****8.1 Directory Listings, (Cont'd.)****8.1.4 Free Listings**

The following listings are provided at no additional charge to the Customer:

one listing for each individual line service, auxiliary line or PBX system.

**8.1.5 Rates for Additional Listings - Business Customers**

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for in Section 8.1.4 (above). A secondary service order charge applies per order.

Type of Listing	Business Charge
Reference/Cross Reference:	
- Each Line	\$1.62
Alternate Telephone Number/Night Listing:	
- Night, Sundays & Holidays	\$1.62
- First Line	\$1.62
Duplicate Listing:	
2 or More Lines:	\$1.62
- First Line	
- Each Additional Line	\$1.62
Other Duplicate Listings, each	\$1.62
Additional Listing	\$1.62
Foreign Listing	\$1.62

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES****8.2 Non-Published Service****8.2.1 General**

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

**8.2.2 Regulations**

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

**8.2.3 Rates and Charges**

There is a monthly charge for each non-published service. This charges does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-published service charge, per month: \$2.25

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

## SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES

### 8.3 Non-Listed Service

#### 8.3.1 General

Non-listed service means that the Customer's telephone number is not listed in the directory, but it does appear in the Company's Directory Assistance Records.

#### 8.3.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

#### 8.3.3 Rates and Charges

There is a monthly charge for each non-listed service. This charges applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-listed service charge, per month:	\$1.17
---------------------------------------	--------

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 8 - DIRECTORY ASSISTANCE AND LISTING SERVICES**

**8.4 Directory Assistance Services**

**8.4.1 Directory Assistance**

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. No charge applies for the first call per month per residence line. Rates and charges for intraLATA and interLATA Directory Assistance service are provided in Actel Integrated Communications, Inc.'s Tennessee Tariff No. 1.

Each Local Directory Assistance Call	\$0.26
--------------------------------------	--------

---

Issue Date: February 29, 2000

Effective Date:

Issued by: Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000



---

**SECTION 9 - OPERATOR SERVICES****9.1 General**

Customers may subscribe to intraLATA and interLATA operator services offered by the Company. Such services are described in Actel's Tennessee Toll Price List. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier if requested.

**9.2 Local Operator Services****9.2.1 Charges**

	<u>Per Call</u>
Station-to-Station:	
- Customer Dialed Calling Card	\$0.50
- Operator Assisted	\$1.00
Person-to-Person	\$2.00
Busy Line Verification	\$0.95
Busy Line Interrupt	\$1.40

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cheme, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

**SECTION 10 - LONG DISTANCE SERVICES**

**10.1 General**

Customers may subscribe to intraLATA and interLATA long distance services offered by the Company. Such services are described in Actel's Tennessee Toll Price List. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier if requested.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 11 - MISCELLANEOUS SERVICES****11.1 Carrier Presubscription****11.1.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

**11.1.2 Presubscription Options** - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select a carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select no presubscribed carrier for intraLATA toll calls, which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

## SECTION 11 - MISCELLANEOUS SERVICES, (CONT'D.)

### 11.1 Carrier Presubscription, (Cont'd.)

#### 11.1.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in this tariff.

#### 11.1.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in this tariff. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**SECTION 11 - MISCELLANEOUS SERVICES, (CONT'D.)****11.1 Carrier Presubscription, (Cont'd.)****11.1.5 Presubscription Charges****A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.1.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

**B. Nonrecurring Charges**

Per business line, trunk, or port

Initial Line, or Trunk or Port	\$1.49
Additional Line, Trunk or Port	\$1.49

**11.2 Service Provider Local Number Portability End User Line Charge****11.2.1 End User Line Charges**

	<u>Rate Per Month</u>
Primary Business Local Exchange Lines, per Line	\$0.35
PBX Trunks, per Trunk	\$3.15
Primary Rate ISDN Interface (ISDN PRI), per Interface	\$1.75

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

**12 - PRIVATE LINE SERVICES**

**12.1 [Reserved for Future Use]**

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

*TNL0000*

---

**13 - SPECIAL ARRANGEMENTS****13.1 Contract Services**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers after the initial offering to the first contract Customer for any given set of terms.

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000

---

## 14 - PROMOTIONAL OFFERINGS

### 14.1 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

### 14.2 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the tariff).

---

Issue Date: February 29, 2000

Effective Date:

Issued by:

Jerry Cherne, Vice President of Carrier Services  
1509 Government Street, Suite 300  
Mobile, Alabama 36604

TNL0000



**Actel Integrated Communications, Inc.**

**Appendix III**

**Sample Bill**

Actel Integrated Communications, Inc.  
1509 Government Street Suite 300  
MOBILE, AL 36604  
Phone 877.700.9400  
Fax 877.652.3009

Account No. N  
Local Bill No. N-000117  
LD Bill No. NA  
Bill Date 1/17/00  
Billing Period 1/18/00 to 2/17/00

ZZ Test Customer  
1234 West Test Street Ave  
MOBILE, AL 36666

#### LOCAL INVOICE SUMMARY

Total Due as of Last Invoice	193.79
Payments	599.00
Previous Period Adjustments Applied	-1.65
<b>Total Amount Due Before New Charges</b>	<b>-406.86</b>
Local Charges	1,900.00
Other Charges and Credits	0.00
Taxes and Surcharges	0.00
<b>Total New Charges</b>	<b>1,900.00</b>
<b>TOTAL LOCAL AMOUNT</b>	<b>1,493.14</b>

#### LONG DISTANCE INVOICE SUMMARY

Total Due as of Last Invoice	0.00
Payments	0.00
Previous Period Adjustments Applied	0.00
<b>Total Amount Due Before New Charges</b>	<b>0.00</b>
Call Detail	0.00
Other Charges and Credits	
Taxes and Surcharges	0.00
<b>Total New Charges</b>	<b>0.00</b>
<b>TOTAL LONG DISTANCE AMOUNT</b>	<b>0.00</b>

<b>TOTAL LOCAL AMOUNT</b>	<b>1,493.14</b>
<b>TOTAL LONG DISTANCE AMOUNT</b>	<b>0.00</b>
<b><u>TOTAL BILL</u></b>	<b><u>\$1,493.14</u></b>

To avoid late charges, please pay bill by 2/1/00

For Billing and Customer Service Call Toll Free 1.877.700.9400

P.O. Box 160707  
Mobile, AL 36616-1707

<b>TOTAL LOCAL AMOUNT</b>	<b>1,493.14</b>
<b>TOTAL LONG DISTANCE AMOUNT</b>	<b>0.00</b>
<b><u>TOTAL BILL</u></b>	<b><u>\$1,493.14</u></b>

Amount Enclosed

\$ _____	LD
\$ _____	Local

Payment Due Upon Receipt

BC 19

ZZ Test Customer  
1234 West Test Street Ave  
MOBILE, AL 36666  
Account No. N

Local Bill No. N-000117  
LD Bill No. NA

**Local Monthly Charges**

Telephone #	Description	Amount
222-222-2222	FX-FCO mileage served by ILEC	1,900.00
<b>Total For 222-222-2222</b>		<b>1,900.00</b>
<b>Total Monthly Charges</b>		<b>1,900.00</b>

**Other Local Charges And Credits**

Telephone #	Description	Amount
N--		
<b>Total For N--</b>		
<b>Total Other Charges And Credits</b>		

**Actel Integrated Communications, Inc.**

**Appendix IV**

**Articles of Incorporation**

# STATE OF ALABAMA

I, Jim Bennett, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that as appears on file and of record in this office, the pages hereto attached, contain a true, accurate and literal copy of amended and restated articles of incorporation of AcTel Integrated Communications, Inc. as received and filed in the office of the Secretary of State of Alabama on April 19, 1999, showing the date of restatement as April 12, 1999, the date said instrument was filed in the office of the Judge of Probate of Mobile County.



In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

09/13/99

Date


Jim Bennett

Secretary of State

**AMENDED AND RESTATED ARTICLES OF INCORPORATION**

of

**AcTel Integrated Communications, Inc.**

# 198-572	
Filed by:	Checked by:
JF	

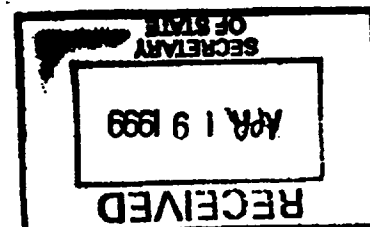
**ARTICLE I  
NAME**

The name of the corporation shall be "AcTel Integrated Communications, Inc."

**ARTICLE II  
PURPOSE**

The objects and purposes for which this corporation is formed are to engage in the telecommunications business, and to transact any or all lawful business for which corporations may be incorporated under the Laws of the State of Alabama.

In furtherance of the purposes for which this corporation is formed, the corporation shall have the power to purchase, loan, own, hold, control, use, develop, improve, exchange, mortgage, lease, rent, sell, convey, otherwise acquire and dispose of, and deal generally in and with real property and personal property, both improved and unimproved, and any and all oil, gas and other minerals and mineral rights of every kind, wherever situated; to erect and to cause to be erected on lands owned, held or occupied by the corporation, houses, buildings or other structures, with their appurtenances; to manage, operate, lease, rebuild, enlarge, alter or improve any buildings or other structures now or hereafter erected on any land so owned, held or occupied; to encumber, sell or otherwise dispose of any lands or interest in lands, any buildings or structures, any houses, stores, shops, or other suites, rooms, or parts of any buildings or other structures, at any time owned or held by the corporation; and in general to effect any transaction with property, either real or personal, in the furtherance of the goals and purposes for which this corporation is formed.



Further, the corporation shall have the express power to borrow or raise money for any of the purposes of the corporation; from time to time, without limits to amounts, to draw, make, accept, endorse and execute promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable and non-negotiable instruments and evidences of indebtedness; to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation; and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

The corporation shall have the power, in general, to carry on any other business, in connection with the foregoing, or otherwise, to have and exercise all the powers conferred by the Laws of the State of Alabama upon corporations formed under the Laws of the State of Alabama, and to do any and all the things allowed by corporations formed under the Laws of the State of Alabama.

### **ARTICLE III**

#### **AUTHORIZED STOCK**

##### **A. Common Stock.**

1. Number of Authorized Shares. The corporation is authorized to issue a total of 10,000,000 shares of common stock at a par value of One (.01) Cent each.

2. Voting Rights. In all matters as to which the vote or consent of the shareholders of the corporation shall be required to be taken, the holders of the Common Stock shall be entitled to one vote for each share of stock held by them.

3. Dividend Rights. The holders of Common Stock shall share ratably in any cash dividend declared and paid by the Board of Directors of the corporation; provided, however, dividends on the Common Stock shall be paid only if at the time of such payment the corporation is not in default of any obligation to make a dividend payment with respect to any senior class of preferred stock.

---

4. One Thousand to One Stock Split. Upon the adoption and filing of these Amended and Restated Articles of Incorporation, each share of outstanding Class A common stock of the corporation shall be converted automatically and without any further action by the holders of the Class A common stock into one thousand shares of Common Stock to be issued by the corporation. The amounts held in all capital accounts maintained by the corporation with respect to the Class A common stock on that date shall be transferred automatically in toto to capital accounts maintained with respect to the newly-converted Common Stock.

**B. Preferred Stock.**

1. Number of Authorized Shares of Preferred Stock. The corporation is authorized to issue 3,500,000 shares of preferred stock, all of which shall be designated as Series A Convertible Preferred Stock (the "Series A Preferred Stock") at a par value of One (\$1.00) Dollar each.

2. Dividend Rights.

(a) Whenever funds are legally available therefor, upon approval and declaration of the Board of Directors, the corporation shall pay to holders of shares of the Series A Preferred Stock preferential dividends as set forth in this section. Dividends on each share of Series A Preferred Stock will accrue on a daily basis at the rate of 10% per year of the Liquidation Value as defined hereunder through the earlier of the date of repurchase of such share of the Series A Preferred Stock, its conversion into Common Stock or the liquidation of the corporation, and shall be paid in full before any dividends shall be payable on any other class of stock. Such dividends shall accrue whether or not they have been declared and whether or not there are funds legally available to the corporation for the payment of dividends.

(b) To the extent not paid on the first day of April of each year, beginning the first day of April 1999 (each a "Dividend Reference Date"), all dividends which have accrued on each share of Series A Preferred Stock outstanding during the

---



period ending upon each such Dividend Reference Date will cumulate and be added to the Liquidation Value (as defined in Article III, Section B3(a) below) of such share of Series A Preferred Stock and will remain a part thereof until such dividends are paid. Beginning with the Dividend Reference Date occurring on the first day of April 1999 and on each Dividend Reference Date occurring thereafter, the corporation shall declare and pay all dividends which have accrued during the period ending on such Dividend Reference Date to the extent permitted by law and approved by the corporation's Board of Directors. Any dividends not declared or paid shall accumulate as allowed for herein. Notwithstanding the foregoing, the Series A Preferred Stock will not accrue further dividends from and after April 1, 2002.

(c) If at any time the corporation pays less than the total amount of dividends then payable with respect to any of the Series A Preferred Stock, such payment will be distributed ratably among the holders of the Series A Preferred Stock based upon the aggregate accrued but unpaid dividends on the shares of Series A Preferred Stock held by each holder.

(d) No dividends shall be declared and set aside for any shares of Common Stock unless the Board of Directors of the corporation shall declare a dividend payable on the then outstanding shares of Series A Preferred Stock in addition to the dividends to which the Series A Preferred Stock is entitled pursuant to Article III, Section B2(a) above. Such additional dividends on the Series A Preferred Stock shall be declared in the same amount per share of Series A Preferred Stock as would be declared payable on the shares of Common Stock into which each share of Series A Preferred Stock could be converted pursuant to the provisions of Article III, Section B5 below, calculated as if such conversion took place immediately prior to the record date for the determination of holders of Common Stock entitled to receive such dividends.

---

(e) At the option of the holder of Series A Stock if any dividend on the Series A Preferred Stock shall remain unpaid after April 1, 2002, the holder of Series A Stock may by written notice to the Company elect to receive, in lieu of cash and in satisfaction of such accrued dividends, such number of shares of Common Stock as is determined by multiplying one (1%) percent of the authorized shares of Common Stock ("Dividend Conversion Amount") by a fraction the numerator of which is the aggregate number of shares of Series A Preferred Stock held by such holder and the denominator of which is the aggregate number of authorized shares of Series A Preferred Stock.

3. Liquidation, Dissolution or Winding Up.

(a) In the event of any liquidation, dissolution or winding up of the corporation, or any bankruptcy or insolvency proceeding, whether voluntary or involuntary, holders of each share of Series A Preferred Stock shall be entitled to be paid first out of the assets of the corporation available for distribution to holders of the corporation's capital stock of all classes, whether such assets are capital, surplus, or earnings, before any sums shall be paid or any assets distributed among the holders of any other shares of capital stock of the corporation (which includes any other class or series of preferred stock), an amount equal to the Liquidation Value. If upon any such liquidation, dissolution or winding up of the corporation, the corporation's assets to be distributed among the holders of the Series A Preferred Stock are insufficient to permit payment to such holders of the aggregate amount which they are entitled to be paid, then the entire assets to be distributed will be distributed ratably among such holders based upon the aggregate Liquidation Value of the Series A Preferred Stock held by each such holder. The "Liquidation Value" as of any particular date shall be equal to the sum of \$1.00 per share for each share of Series A Preferred Stock plus an amount equal to all cumulated, accrued or declared but unpaid dividends on each share of Series A Preferred Stock.

---

(b) If assets remain in the corporation after the distributions provided for in Article III, Section B3(a) above have been fully made, such assets shall be distributed ratably to the holders of the Common Stock based on the number of shares of Common Stock held by each holder.

(c) A reorganization of the Common Stock as provided in Article III, Section B5(c) below or a consolidation or merger of the corporation or a sale of all or substantially all of the assets of the corporation shall be regarded as a liquidation, dissolution or winding up of the affairs of the corporation within the meaning of Article III, Section B3 (a) above provided, however, each holder of Series A Preferred Stock, at the option of such holder, shall be entitled to the rights provided under Article III, Section B5(c) below of in lieu of receiving payment in liquidation, dissolution or winding up of the corporation pursuant to this Article III, Section B3(c).

(d) Any distribution in connection with the liquidation, dissolution or winding up of the corporation, or any bankruptcy or insolvency proceeding, shall be made in cash to the extent possible. Whenever any such distribution shall be paid in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors of the corporation.

4. Voting Rights. Except as required by law, the holders of Series A Preferred Stock shall not be entitled to vote on any matters submitted to the shareholders of the corporation.

5. Conversion Rights. The holders of the Series A Preferred Stock shall have the following conversion rights:

(a) General. Subject to and in compliance with the provisions of this section 5, each share of the Series A Preferred Stock may, at the option of the holders and at any time consistent with the limitations set forth in Subparagraphs (a) and

(b) below, be converted into 1.457142857 ("Conversion Rate") shares of common stock of the Company.

(b) Purchase of All Shares. If Investor purchases all currently authorized Shares of Series A Preferred Stock, it shall be entitled to convert from time to time a number of Shares of Series A Preferred Stock that will constitute with all common stock held by Investor no more than fifty-one (51%) percent of the issued and outstanding common stock at the time of each conversion. If Investor purchases all currently authorized Shares of Series A Preferred Stock, then upon the final conversion of all stock into common stock, Investor shall hold 5,100,000 shares of common stock of the Company.

(c) Purchase of Less than All Shares. If Investor desires to convert any of its Shares of Series A Preferred Stock before it has purchased all currently authorized Shares of Series A Preferred Stock, then its conversion rights shall be as follows: Investor may, at its option, convert from time to time a number of Shares of Series A Preferred Stock that will constitute its Interim Percentage (as defined herein) of the issued and outstanding common stock at the time of each conversion. For purposes of this Agreement, Investor's "Interim Percentage" shall be determined by multiplying the Conversion Rate by the number of Shares of Series A Preferred Stock then held by Investor and dividing the product thereof by the total number of authorized shares of common stock.

(d) Recapitalization or Reclassification. If the Common Stock issuable upon the conversion of the Series A Preferred Stock shall be changed into the same or different number of shares of any class or classes of stock of the corporation, whether by recapitalization, reclassification or otherwise (other than a reorganization,

---

merger, consolidation or sale of assets provided for elsewhere in Article III, Section B5 below), then and in each such event the holders of the Series A Preferred Stock shall have the right thereafter to convert such shares into the kind of shares of stock and other securities and property that such holders would have owned or been entitled to receive after the occurrence of any such event had such share of Series A Preferred Stock been surrendered for conversion immediately prior thereto.

(c) Capital Reorganization, Merger or Sale of Assets. If at any time or from time to time there shall be a capital reorganization of the Common Stock (other than a subdivision, combination, reclassification or exchange of shares provided for elsewhere in Article III, Section B5), or a merger or consolidation of the corporation with or into another corporation, or the sale of all or substantially all of the corporation's properties and assets to any other person, then, as a part of such reorganization, merger, consolidation or sale, provision shall be made so that the holders of the Series A Preferred Stock shall thereafter be entitled to receive upon conversion of the Series A Preferred Stock, the number of shares of stock or other securities or property of the corporation, or of the successor corporation resulting from such a merger, consolidation or sale, that such holder would have owned or been entitled to receive after the occurrence of any such event had such share of Series A Preferred Stock been surrendered for conversion immediately prior thereto. In any such case, appropriate adjustment shall be made in the application of the provisions of Article III, Section B5 hereof with respect to the rights of the holders of the Series A Preferred Stock after the reorganization, merger, consolidation or sale to the end that the provisions of Article III, Section B5 hereof shall be applicable after that event in as nearly equivalent a manner as may be practicable.

Each holder of Series A Preferred Stock upon the occurrence of a capital reorganization, merger or consolidation of the corporation, or the sale of all or substantially all its assets and properties as such events are more fully set forth in the first

---

paragraph of this Article III, Section B 5(c) hereof, shall have the option of electing treatment of his shares of Series A Preferred Stock under either this Article III, Section B5(c) or Article III, Section B3 above. Notice of such election shall be submitted in writing to the corporation at its principal offices no later than five days before the effective date of such event.

(f) Exercise of Conversion Privilege. To exercise the conversion privilege, the holders of Series A Preferred Stock shall surrender the certificate or certificates representing the shares to be converted to the corporation at its principal office, and shall give written notice to the corporation at that office that such holders elect to convert such shares. Such notice shall also state the name or names (with address or addresses) in which the certificate or certificates for shares of Common Stock issuable upon such conversion shall be issued. The certificate or certificates for shares of Series A Preferred Stock surrendered for conversion shall be accompanied by proper assignment thereof to the corporation or in blank. The date when such written notice is received by the corporation, together with the certificate or certificates representing the shares of Series A Preferred Stock being converted, shall be the "Conversion Date," provided such conversion is not contrary to the terms of this Article III, Section B5(a) and/or (b). As promptly as practicable after the Conversion Date, the corporation shall issue and shall deliver to the holders of the shares of Series A Preferred Stock being converted, or on their written order, such certificate or certificates as they may request for the number of whole shares of Common Stock issuable upon the conversion of such shares of Series A Preferred Stock in accordance with the provisions of this Article III, Section B5 and cash or stock for all accrued and unpaid dividends on such shares of Series A Preferred Stock, up to and including the Conversion Date in accordance with Article III, Section B2(e) above. Such conversion shall be deemed to have been effected immediately prior to the close of business on the Conversion Date, and at such time the rights of the holder as holder of the converted shares of Series A Preferred Stock shall

---

cease and the person or persons in whose name or names any certificate or certificates for shares of Common Stock shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares of Common Stock represented thereby. The corporation shall pay all issue and other taxes (other than income taxes) that may be payable in respect of any issuance or delivery of shares of Common Stock or other securities upon conversion of Series A Preferred Stock.

6. No Reissuance of Series A Preferred Stock. No share or shares of Series A Preferred Stock acquired by the corporation by reason of redemption, purchase, conversion or otherwise shall be reissued, and all such shares shall be canceled, retired and eliminated from the shares which the corporation shall be authorized to issue.

#### **ARTICLE IV REGISTERED OFFICE**

The street address of the initial registered office of the corporation is 1509 Government Street, Suite 300, Mobile, Alabama 36604, and the name of its initial registered agent at such address is Richard Courtney.

#### **ARTICLE V INCORPORATOR**

The name of the incorporator is Richard Courtney and his address is 1509 Government Street, Suite 300, Mobile, Alabama 36604.

#### **ARTICLE VI DIRECTORS**

1. The business and affairs of this corporation shall be managed and the corporate powers thereof shall be vested in and exercised by a Board of Directors to be comprised of five (5) directors.

---

2. Any director absent from a meeting may be represented by any other director or shareholder who may cast the vote of the absent director according to written instructions, general or special, of the said absent director.

3. Any member of the Board of Directors may participate in a meeting by means of conference telephone or similar communications equipment, provided that all directors participating in the meeting can hear each other, and participation in such meeting shall constitute presence in person by such director at such meeting.

4. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a written consent to such action is signed by all members of the Board of directors and such written consent is filed with the minutes of its proceedings.

5. The Board of Directors shall have full authority to exercise other powers and to perform such other lawful activities in which the corporation and/or its shareholders may engage, unless prohibited from doing so by law or this corporation's bylaws or by shareholders' agreement recorded on the books of the corporation.

6. The directors and officers of this corporation shall receive such compensation as shall be approved by the Board of Directors.

7. Until elected by the shareholders of the common stock according to these Articles of Incorporation or any shareholder or voting agreement, one director position shall remain vacant. The names and addresses of the five initial directors are as follows:

Richard Courtney  
1509 Government Street, Suite 300  
Mobile AL 36604

John Beck  
P. O. Box 2323  
Robertsdale AL 36567

Wayne Wright  
119 Kaylene  
Tauranga, New Zealand

Thomas Chaplin  
1112 29<sup>th</sup> Avenue Southwest  
Cedar Rapids Iowa 52404

Daniel J. Shapiro  
1400 One American Place  
Baton Rouge, Louisiana 70825



## **ARTICLE VII DURATION**

**The duration of this corporation shall be perpetual.**

## **ARTICLE VIII AUTHORITY**

**The corporation is hereby empowered to do all and everything necessary, within the limits imposed by the State of Alabama or the government of the United States, which is suitable and proper for the accomplishment of any of the purposes, the attainment of any of the objects or the furtherance of any of the powers hereinabove set forth. Further, the corporation is hereby empowered to do the above either alone or in association with other corporations, firms or individuals, and to do every other act or acts, thing or things, incidental or appurtenant to or growing out of or connected with the aforesaid business or powers, or any part or parts thereof, provided the same are not inconsistent with the laws of the State of Alabama.**

## **ARTICLE IX LIMITATION OF LIABILITY**

**A director of this corporation shall not be personally liable to the corporation or its shareholders for monetary damages except for (a) the amount of a financial benefit received by a director to which he or she is not entitled; (b) an intentional infliction of harm on the corporation or the shareholders; (c) a violation of Section 10-2B-8.33 of the Business Corporation Law of the State of Alabama, as the same exists or hereafter may be amended; (d) an intentional violation of criminal law; or (e) a breach of the director's duty of loyalty to the corporation or its shareholders. If Section 10-2B-2.02 of the Business Corporation Law of the State of Alabama is hereafter amended to authorize the further elimination or limitation of the liability of directors,**

---

then the liability of a director to the corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Section 10-2B-2.02 of the Business Corporation Law of the State of Alabama. Any repeal or modification of this paragraph by the shareholders of this corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of the directors of this corporation existing at the time of such repeal or modification.

## ARTICLE X INDEMNIFICATION AND INSURANCE

### A. INDEMNIFICATION.

1. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

2. The corporation shall indemnify any person who was or is a party or is

threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery of the State of Alabama or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such Court of Chancery or such other court shall deem proper.

3. To the extent that a director, officer, employee or agent of the corporation has been successful on the merits or otherwise in defense of any action suit or proceeding referred to in Sections 1 and 2 of this Article X, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

4. Any indemnification under Sections 1 and 2 of this Article X (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article X. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties

to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or, even if

obtainable, a quorum of disinterested directors so directs or (iii) by the stockholders.

5. Expenses (including attorneys' fees) incurred by a director or officer in

defending any civil, criminal, administrative or investigative action, suit or proceeding

may be paid by the corporation in advance of the final disposition of such action, suit or

proceeding upon receipt of any undertaking by or on behalf of such director or officer to

repay such amount if it shall ultimately be determined that he or she is not entitled to be

indemnified by the corporation pursuant to this Article X. Such expenses (including

attorneys' fees) incurred by other employees and agents may be so paid upon such terms

and conditions, if any, as the Board of Directors deems appropriate.

6. The indemnification and advancement of expenses provided by, or granted

pursuant to this Article X shall not be deemed exclusive of any other rights to which

those seeking indemnification or advancement of expenses may be entitled under any

law, bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both

as to action in an official capacity and as to action in another capacity while holding such

office.

7. For purposes of this Article X, references to the "corporation" shall include,

in addition to the resulting or surviving corporation, and constituent corporation

(including any constituent of a constituent) absorbed in a consolidation or merger which,

if its separate existence had continued, would have had power and authority to indemnify

its directors, officers, employees, or agents, so that any person who is or was a director,

officer, employee or agent of such constituent corporation, or is or was serving at the

request of such constituent corporation as a director, officer, employee or agent of

another corporation, partnership, joint venture, trust or other enterprise, shall stand in the

same position under the provisions of this Article X with respect to the resulting or

surviving corporation as he or she would have with respect to such constituent

corporation if its separate existence had continued.

8. For purposes of this Article X, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves service by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this Article X.

9. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article X shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

#### B. INSURANCE. The corporation may purchase and maintain insurance on

behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions of the Business Corporation Law of the State of Alabama.

These duly adopted Amended and Restated Articles of Incorporation of Actel Integrated Communications, Inc. supersede the original Articles of Incorporation of Actel Integrated Communications, Inc. and any and all amendments thereto.

Adopted by unanimous written consent of the shareholders on this 10 day of March, 1999.

ACTEL INTEGRATED COMMUNICATIONS, INC.

By: John Beck  
Its President

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said State and County, hereby certify that John Beck, whose name as President of Actel Integrated Communications, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official notarial seal this 10<sup>th</sup> day of

March, 1999.



Notary Public Cathryn Olvia Purcell  
State of Alabama at Large  
My Commission Expires: 9/25/01

Notice is given as required by Alabama law that this instrument was prepared by Daniel J. Shapiro, 1400 One American Place, Baton Rouge, Louisiana 70825.

**CERTIFICATE OF SHAREHOLDERS REGARDING  
APPROVAL OF AMENDED AND RESTATED ARTICLES OF INCORPORATION**

Pursuant to *Ala. Code* § 10-2B-10.07(d) (1975), this Certificate is annexed to and made a part of the Amended and Restated Articles of Incorporation of Actel Integrated Communications, Inc. Said Amended and Restated Articles of Incorporation (the "Amended Articles") contain amendments requiring approval of the shareholders of the corporation. The undersigned shareholders represent that they are the sole shareholders of the corporation and that they have waived any and all preemptive rights they may have as the owners of common stock shares of the corporation.

The number of shares of the corporation issued and outstanding at the time of approval and adoption of the Amended Articles was 1,000 common stock shares, and the number of such shares entitled to vote thereon was 1,000. The number of shares voted for such Amended Articles was 1,000, and the number of shares voted against such Amended Articles was 0. The number of voting shares cast for such Amended Articles was sufficient for its approval.

John Beck, shareholder

Richard Courtney, shareholder

State of Alabama - Mobile County  
I certify this instrument was filed on:  
APR 12 1998 4:51:32 PM  
\$2.00 Recording Fee  
\$26.00 Recording  
\$28.00 Total  
L. W. NOONAN, Judge of Probate  
99027397

JUDGE OF PROBATE

STATE OF ALABAMA  
MOBILE COUNTY, I, L.W. NOONAN, Judge of Probate in and for  
said State and County do hereby certify that the foregoing is a full,  
true and correct copy of the instrument with the filing of same as  
appears of record in this office in Book 4479  
Page 817  
Given under my hand and seal of office this 12th day of April 1998

**Tennessee Secretary of State Certification**

**Appendix V**

**Actel Integrated Communications, Inc.**



FILED

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR

99 MAY -5 AM 10:31

Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the corporation is Actel Integrated Communications, Inc.

If different, the name under which the certificate of authority is to be obtained is \_\_\_\_\_

[NOTE: The Secretary of State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. If obtaining a certificate of authority under an assumed corporate name, an application must be filed pursuant to Section 48-14-101(d).]

2. The state or country under whose law it is incorporated is Alabama

3. The date of its incorporation is October 19, 1998 (must be month, day, and year), and the period of duration, if other than perpetual, is \_\_\_\_\_

4. The complete street address (including zip code) of its principal office is \_\_\_\_\_

Street 1509 Government Street City Mobile, Alabama State/Country 36604 Zip Code

5. The complete street address (including the county and the zip code) of its registered office in this state is \_\_\_\_\_

c/o C T CORPORATION SYSTEM, 530 Gay Street, Knoxville, Tennessee, Knox 37902  
Street \_\_\_\_\_ City/State \_\_\_\_\_ County \_\_\_\_\_ Zip Code \_\_\_\_\_

The name of its registered agent at that office is \_\_\_\_\_

C T CORPORATION SYSTEM

6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary)  
John Beck (CEO) 1509 Government Street, Mobile, AL 36604  
Richard Courtney (CFO) 1509 Government Street, Mobile, AL 36604  
Daniel J. Shapiro (SEC) 1509 Government Street, Mobile, AL 36604

7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary)

8. The corporation is a corporation for profit.

9. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is \_\_\_\_\_

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

[NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country under whose law it is incorporated. The certificate shall not bear a date of more than one (1) month prior to the date the application is filed in this state.]

Signature Date \_\_\_\_\_

Name of Corporation \_\_\_\_\_

Signer's Capacity \_\_\_\_\_

Signature \_\_\_\_\_

Named (typed or printed) \_\_\_\_\_

RDA 1678

SS-4431 (rev. 7/93)





RILEY C. DARNELL  
SECRETARY OF STATE

*Riley Darnell*

RECEIPT NUMBER: 00002493835  
ACCOUNT NUMBER: 00311822  
TOTAL PAYMENT RECEIVED: \$600.00  
RECEIVED: \$600.00  
FEE: \$0.00

FROM: ACTEL INTEGRATED COMMUNICATIONS INC  
1509 GOVERNMENT ST  
SUITE 300  
MOBILE, AL 36604-0000  
FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY - FOR PROFIT  
ON DATE: 05/05/99

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE. A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION OF ITS CERTIFICATE OF AUTHORITY. WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

RE: ACTEL INTEGRATED COMMUNICATIONS, INC.  
APPLICATION FOR CERTIFICATE OF AUTHORITY - FOR PROFIT

TO: DANIEL J SHAPIRO  
1400 I AMERICAN PL  
BATON ROUGE, LA 70825

Secretary of State  
Corporations Section  
James K. Polk Building, Suite 1800  
Nashville, Tennessee 37243-0306

DATE: 05/05/99  
REQUEST NUMBER: 3680-3074  
TELEPHONE CONTACT: (615) 741-2286  
FILE DATE/TIME: 05/05/99 1031  
EFFECTIVE DATE/TIME: 05/05/99 1031  
CONTROL NUMBER: 0370380

**Actel Integrated Communications, Inc.**

**Appendix VI**

**Financial Statements**

The required documents are being submitted under seal with this filing.

These documents demonstrate Actel's financial ability to provide the proposed services. Actel is a privately-held corporation and as such its financial statements are not public information, but rather constitute confidential and proprietary information. Actel's financial statements are therefore submitted under seal. Actel respectfully requests that this confidential information not be provided to anyone except those members of staff and the Commission who respectfully requests that this confidential information not be provided to any party other than members of staff who need to review the material for evaluation of applicant's fitness to provide service.

**Actel Integrated Communications, Inc.**

**Appendix VII**

**Tennessee  
Small and Minority-Owned Telecommunications Business  
Participation Plan**

**ACTEL INTEGRATED COMMUNICATIONS, INC.**

**Appendix VII**

**TENNESSEE  
SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS  
PARTICIPATION PLAN**

**SUBMITTED TO  
TENNESSEE REGULATORY AUTHORITY**

**February 29, 2000**

SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS  
PARTICIPATION PLAN

TABLE OF CONTENTS

1.	PURPOSE	3
2.	DEFINITIONS	3
3.	PLAN RESPONSIBILITY AND POLICY STATEMENT	3
4.	PLAN PERIOD	4
5.	PLAN ADMINISTRATION	4
6.	PLAN TO ENSURE EQUITABLE OPPORTUNITY	5
7.	PLAN REPORTING	5

SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS  
PARTICIPATION PLAN

1. PURPOSE

- 1.1 This small and minority-owned telecommunications business participation plan ("Plan") is submitted by Actel Integrated Communications, Inc. ("Actel") as required by T.C.A. §65-5-212.
- 1.2 The administration of this Plan is the responsibility of Actel Integrated Communications, Inc.

2. DEFINITIONS

- 2.1 Actel Integrated Communications, Inc. is a private corporation who resells interexchange telecommunication services of in the state of Tennessee. They are based in Mobile, Alabama and have no employees, property, or equipment in Tennessee at this time.
- 2.2 As a competitive vendor of telecommunications service, Actel is non-dominant in its industry. The nature of Actel's business limits their opportunity to support the use of Small and Minority Business in Tennessee. However, let the submission of this Plan evidence their desire to participate as practically possible.
- 2.3 Small and Minority Business - For the purpose of this Plan, "minority business" means a business that is solely owned, or at least fifty-one (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls the daily operations of such business and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000) per T.C.A. §65-5-212.

3. ACTEL'S RESPONSIBILITY FOR SMALL AND MINORITY-OWNED TELECOMMUNICATION BUSINESS PARTICIPATION PLAN AND POLICY STATEMENT

- 3.1 Actel intends to afford Small and Minority-Owned Telecommunications Businesses the maximum practicable opportunity to participate in the performance of contracts in accordance with T.C.A. §65-5-212.
- 3.2 Actel is a reseller of telecommunications service whose business operations include:
  - Sale and Marketing of Telecommunications Services
  - Customer CareActel uses vendors and suppliers to support their reseller business in the following areas:
  - Telecommunications Service Providers
  - Sales Agents of Telecommunications Services
  - Telecommunications Billing and Collection Services
- 3.3 Mr. Dan Shapiro, General Counsel would coordinate Small and Minority-Owned Telecommunications Business referrals.
- 3.4 Initial Small and Minority-Owned Telecommunications Business contacts for Actel would be made through their Coordinator who will seek to identify and include firms in Tennessee through the Department of Economic and Community Development's office of Minority Business Enterprise and Small Business office.

4. SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN PERIOD OF EFFECTIVENESS

- 4.1 Actel will maintain a pro active and continuous approach toward inclusion of such firms in their supplier in their supplier base. Consequently, their Plan and the associated duties and activities would not have a fixed time period for effective, but rather represent Actel's ongoing policies and procedures. At present, Actel has no physical presence in Tennessee. When and if their business condition changes in Tennessee, the effectiveness of this Plan would be enhanced.

5. PLAN ADMINISTRATION

- 5.1 Actel's Plan Administrator is: Daniel J. Shapiro, General Counsel  
Actel Integrated Communications, Inc.  
450 Laurel Street, Suite 2101  
Baton Rouge, LA 70801  
Phone: 225-383-0775  
Facsimile: 225-267-6767
- 5.2 The Administrator manages the Plan, as described below in the Administrator's duties. The Administrator has direct interface with procurement personnel, contract administrators, and program and project personnel to ensure compliance with the provisions of the Plan.
- 5.3 The Administrator's specific job duties, as they relate to this Plan and Actel's business operations in the state of Tennessee, are as follows:
- A. Developing and maintaining the Actel's Supplier Master List which would include a listing of Small and Minority-Owned Telecommunications Businesses in Tennessee who are deemed eligible to be suppliers for Actel.
  - B. Reviewing Actel policies and procedures in to ensure that Small and Minority-Owned Telecommunications Businesses in Tennessee have an equitable opportunity to be awarded contracts when possible.
  - C. Allowing for inclusion of Small and Minority-Owned Telecommunications Businesses in those solicitations for products or service which they are capable of providing.
  - D. Coordinating activities during the conduct of any compliance review by Tennessee state agencies.
  - E. Preparing and submitting periodic contracting reports as required.



6. PLAN TO ASSURE EQUITABLE OPPORTUNITY

6.1 The Administrator shall ensure that appropriate source listings and services are properly utilized in support of the Plan. Sources/listings include but are not limited to the following:

- A. The Actel approved Master Supplier List.
- B. Sourcing information received from the Department of Economic and Community Development's Office of Minority Business Enterprise and Small Business Office in Nashville.

6.2 Outreach efforts will be made as follows:

- A. The Administrator shall cultivate and maintain a relationship with the Community Development's Office of Minority Business Enterprise and Small Business Office in an effort to locate and qualify capable Small and Minority-Owned Telecommunications Businesses for participation in contracting opportunities.
- B. The Administrator shall ensure that Actel provides adequate and timely consideration of the potentialities of Small and Minority-Owned Telecommunications Businesses in "make-or-buy" decisions.
- C. The Administrator shall ensure that Actel counsels and discusses contracting opportunities with representatives of Small and Minority-Owned Telecommunications Businesses.
- D. The Administrator shall ensure that Actel offers assistance to Small and Minority-Owned Telecommunications Businesses to explain: requests for quotations, progress payments, technical and quality assurance programs, advice on types of business typically being contracted, and the mechanics of procurement requirements and quality expectations.

7. PLAN REPORTING

7.1 Actel will submit such periodic reports and cooperate in those studies or surveys as may be required to determine the extent of compliance with this Plan.

7.2 Actel Supplier Master List will identify Small and Minority-Owned Telecommunications Businesses in Tennessee. The Supplier Master List shall be utilized in identifying potential contractors.

**Actel Integrated Communications, Inc.**

**Appendix VIII**

**Dial Parity Plan**

**ACTEL INTEGRATED COMMUNICATIONS, INC.  
DIALING PARITY PLAN**

**1. OBJECTIVE/PURPOSE**

The intent of this Dialing Parity Plan is to permit Customers to route intraLATA toll calls automatically, without the use of access codes, to any interexchange carrier ("IXC") of the Customer's choice that has established itself as an access Customer under Actel's Access Services Tariff that Actel will file prior to launch of service in Tennessee.

**II. IMPLEMENTATION SCHEDULE**

Actel proposes to begin providing local exchange service in various Tennessee markets approximately April 2000. As it has done in other states, Actel will notify various IXCs regarding Actel's plans when it is ready to launch local service in Tennessee. In addition, Actel has developed an information package to send to each inquiring IXC, after notification, which explains how access service can be obtained.

**III. CARRIER SELECTION PROCEDURES**

Actel will implement a full 2-PIC carrier selection methodology. With the full 2-PIC methodology, Customers will be able to presubscribe to the same or a different participating telecommunications carrier for intraLATA toll calls.

Processes have been established to provide new Customers with an opportunity to choose their intraLATA toll carrier. Company employees who communicate with the public, accept orders and serve in customer service capacities are being trained to explain to Customers the availability of 2-PIC equal access, and to assist Customers in making an initial PIC choice or in changing a PIC choice for intraLATA and interLATA toll calls.

**IV. NEW CUSTOMERS**

Customers who contact Actel requesting new telephone exchange service will be informed of the opportunity to choose both an intraLATA and interLATA PIC. If requested by the Customer, Actel will provide a list of telecommunications carriers, including Actel, that are access Customers and are maintaining a relationship with Actel pursuant to the provisions of the Company's Access Services Tariff. The list of intraLATA toll carriers will be presented in a competitively neutral manner to new Customers who do not make a positive choice for an intraLATA carrier.

## **V. EXISTING CUSTOMERS**

As indicated above, Actel is a new carrier in Tennessee and, thus, has no existing Customer base. Actel proposes to provide intraLATA equal access as a feature of the Company's Tennessee local exchange service upon launch of that service. Therefore, no notification to existing Customers is required.

## **VI. CARRIER NOTIFICATION**

Interexchange carriers that desire to become access Customers shall notify Actel via letter or telephone call of their desire to obtain Exchange Access Service information or by completing an Access Service Request ("ASR") form. Actel will send each requesting carrier an information package describing Actel's service, processes and applicable tariffs. Once Actel receives and processes an IXC's Access Service Request, that carrier will be added to the list of participating carriers made available to a requesting Customer trying to choose a PIC. Actel will provide notice of those switches available for exchange access services to IXCs. In addition, Actel will include a list of available switches in its information package provided to each IXC in response to an inquiry.